SUPREME COURT OF THE UNITED STATES.

No. 265.

G. A. LE MORE & CO., CLAIMANTS OF 830 BALES OF COTTON, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

INDEX.

650 BALES OF COTTON, &c.

	Original.	Print.
Libel	2	1
Attachment and monition	4	2
Marshal's return	6	2
Notice of libel and seizure	7	3
Certificate of publication	8	3
Order of sale pendente lite	8	3
Venditioni exponas	10	4
Notice of sale	12	4
Certificate of publication	12	4
Marshal's return	13	5
Certificate of deposit	13	5

188 BALES, 52 SACKS OF COTTON.

Libel	14	5
Order for process	16	6
Attachment and monition	17	6
Marshal's return	19	7
Notice of libel and seizure	19	7
Certificate of publication	20	7
Order of sale pendente lite	21	8
Venditioni exponas	22	8
Notice of sale	24	9
Certificate of publication	24	9
Marshal's return	25	9
Certificate of deposit	25	9

409 BALES, 139 SACKS OF COTTON.

	Original	Print
Libel	26	10
Order for process	27	10
Attachment and monition	28	11
Marshal's return	30	11
Notice of libel and seizure	30	11
Certificate of publication	31	12
Order of sale pendente lite	32	12
Venditioni exponas	33	13
Notice of sale	35	13
Certificate of publication	36	13
Marshal's return	36	14
Certificate of deposit	37	14

1,000 BALES OF COTTON.

Libel	38	14
Order for process	39	15
Attachment and monition	40	15
Marshal's return	42	16
Notice of libel and seizure	42	16
Certificate of publication	43	16
Order of sale pendente lite	44	16
Venditioni exponas	45	17
Notice of sale	47	17
Certificate of publication	47	18
Marshal's return	48	18
Certificate of deposit	48	18

CONSOLIDATED CASE.

Motion to consolidate causes	49	18
Order of consolidation	49	19
Order for proof	50	19
Claim and answer of G. A. Le More and Co	51	19
Final decree and order of appeal	54	20
Appeal bond	56	21

NAVAL REPORTS AND DOCUMENTS.

Letter of Captain A. M. Pennock respecting capture of 650 bales of cotton, &c	58	22
Letter of Rear-Admiral D. D. Porter concerning 484 bales of cotton	59	22
Letter of Captain A. M. Pennock reporting capture of 788 bales, 52 sacks, and 1,412 bales, 139 sacks of cotton	60	23
Letter of Lieutenant Commander K. R. Breese concerning cotton captured on Red and Ouachita rivers	60	23
Letter of Lieutenant Commander F. M. Ramsay concerning cotton captured on Ouachita river	61	23
Letter of Captain A. M. Pennock correcting report as to 1,412 bales cotton	62	24
Letter of Rear-Admiral D. D. Porter reporting capture of 1,000 bales of cotton	63	24
Letter of Captain A. M. Pennock transmitting letters and documents relating to cotton captured by Ouachita River expedition	63	24
Report of Lieutenant Commander J. P. Foster relative to cotton captured by Black River and Ouachita expedition	65	25

	Original.	Print.
Report of cotton captured by United States steamer Juliet on Black and Ouachita Rivers expedition	67	26
Report of cotton captured by United States steamer Ouachita on Ouachita river	68	26
Report of cotton captured by United States steamer Kenwood from Harris's and Simmons's plantation	69	27
Affidavit of Byron Wilson and others relative to 309 bales of cotton claimed by G. A. Le More and Co	70	27
Statement of B. Ballard in relation to cotton claimed by G. A. Le More and Co., and Warnekin, Kirchoff and Co	71	28
Report of cotton captured by the vessels of the Black River and Ouachita expedition	72	29
DEPOSITIONS.		
Deposition of Lieutenant Commander James P. Foster	74	29
Exhibit A, referred to in deposition of James P. Foster	78	31
Deposition of Lieutenant Commander Francis M. Ramsay	80	31
Deposition of Major General Benjamin F. Butler	84	33
Official reports and exhibits referred to in deposition of Major General Benjamin F. Butler	90	34
Deposition of John Ray	132	49
Deposition of Jules Le More	141	52
Exhibit A, referred to in deposition of Jules Le More	155	57
Exhibit B, referred to in deposition of Jules Le More	156	57
Translation	157	57
Exhibit C, referred to in deposition of Jules Le More	158	58
Translations	160	58
Exhibit D, referred to in deposition of Jules Le More	163	60
Exhibit E, referred to in deposition of Jules Le More	164	60
Translation	166	61
Exhibit F, referred to in deposition of Jules Le More	166	61
Deposition of John Martial Lapeyre	170	62
Exhibit L, referred to in deposition of John M. Lapeyre	178	64
Deposition of Jules Le More	180, 188	65, 67
Exhibit A, referred to in deposition of Jules Le More	200	71
Deposition of Alfred Le More	205	72
Deposition of Edward Gantherin	212	74
Deposition of Gustave A. Le More	217	76
Exhibit A, referred to in deposition of Gustave A. Le More	233	80
Translation	236	81
Exhibit B, referred to in deposition of Gustave A. Le More	239	82
Translation	240	82
Exhibit C, referred to in deposition of Gustave A. Le More	241	83
Translation	242	83
Deposition of Charles Hardouin	243	83
Exhibit D, referred to in deposition of Charles Hardouin	258	88
Translation	261	88
Exhibit E, referred to in deposition of Charles Hardouin	263	89
Translation	265	90
Exhibit F, referred to in deposition of Charles Hardouin	266	90
Translation	267	91
Deposition of Henry Geffray	268	91
Exhibit H, referred to in deposition of Henry Geffray	281	95
Translation	283	95

	Original.	Print.
Deposition of John T. Simmons	284	95
Exhibit A, referred to in deposition of John T. Simmons	303	100
Deposition of Jules Le More	305	101
Exhibit No. 1, referred to in deposition of Jules Le More	309	102
Translation	310	103
Exhibit No. 2, referred to in deposition of Jules Le More	311	103
Translation	313	103
Exhibit No. 3, referred to in deposition of Jules Le More	314	104
Exhibit No. 4, referred to in deposition of Jules Le More	314	104
Exhibit No. 5, referred to in deposition of Jules Le More	315	104
Exhibit No. 6, referred to in deposition of Jules Le More	316	104
Exhibit No. 7, referred to in deposition of Jules Le More	316	105
Exhibit No. 8, referred to in deposition of Jules Le More	317	105
Translation	319	106
Exhibit No. 9, referred to in deposition of Jules Le More	320	106
Exhibit No. 10, referred to in deposition of Jules Le More	322	107
Exhibit O, referred to in deposition of Jules Le More	323	107
Deposition of Fred. Engster	324	108
Deposition of John T. Simmons	326	108
Deposition of Leon Queyrouze	327	109
Exhibit No. 11, referred to in deposition of Leon Queyrouze	341	113
Exhibit No. 12, referred to in deposition of Leon Queyrouze	342	113
Deposition of Alexander Lazare	343	113
Deposition of Joseph Pargoud	348	115
Deposition of John Wentzell	351	116
Deposition of Solomon Wentzell Downs	355	117
Deposition of John Ray	358	118
Deposition of John A. Buckner	361	119
Deposition of Christian Roselius	370	121
Deposition of John M. Lapeyre	377	125
Deposition of Arist de Miltenberger	385	126
Deposition of Selim Magner	391	127
Deposition of Augustin Capdevielle	392	128
Certificate of clerk authenticating record	397	129

1 UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Pleas in the district court of the United States for the southern district of Illinois, held at the city of Springfield, in said district, before the honorable Samuel H. Treat, judge of said court, on Monday, the sixth day of November, in the year of our Lord one thousand eight hundred and sixty-five, and of the independence of the United States the ninetieth.

THE UNITED STATES
vs.
SIX HUNDRED AND FIFTY BALES OF COTTON, ONE HUNDRED coils of rope, sixteen bales, eight rolls, and one hundred and sixty pieces of bagging; twenty-nine pieces of leather; seven hundred eighty-eight bales, fifty-two sacks of cotton; four hundred nine bales, one hundred thirty-nine sacks of cotton, and one thousand bales of cotton.
G. A. LE MORE & Co., claimants of eight hundred and thirty bales of cotton. } In prize.

2 Be it remembered, that heretofore, to wit, on the eighteenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, came Lawrence Weldon, district attorney of the United States for the southern district of Illinois, and filed in the office of the clerk of the district court of the United States for said district, a libel in behalf of the United States, and all others concerned, against six hundred and fifty bales of cotton, one hundred coils of rope, sixteen bales of bagging, eight rolls bagging, one hundred and sixty pieces bagging, and twenty-nine pieces of leather, in a cause of prize, which said libel is in the words and figures following, to wit:

Libel.

District court.—In prize.

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Be it remembered, that on the 18th day of May, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, propounds and gives the said judge to understand and be informed that, on or about the

3 20th day of March, A. D. 1864, on waters navigable to the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the navy of the United States did seize, as lawful prize of war, the following, to wit: 650 bales cotton, 100 coils rope, 16 bales of bagging, 8 rolls bagging, 160 pieces bagging, 29 pieces of leather, which are now at the port of Cairo, and within the jurisdiction of this court. The said attorney alleges that all and singular the premises are true and within the prize jurisdiction of this court, and that all of the said property, so captured, is lawful prize of war.

Wherefore the said attorney prays that process of attachment may issue against said property, and the monition of this honorable court in that behalf to be made, and that all persons interested in said property may be cited to appear and answer all and singular the allegations of this libel, and all due proceedings being had, your honor will adjudge and decree a condemnation of said property as prize of war, and that the proceeds thereof may be distributed according to law.

L. WELDON, *U. S. Att'y.*

Filed May 18th, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Whereupon a writ of attachment and monition was issued against
4 said property, directed to the marshal of the southern district of Illinois, to execute, and was afterwards, to wit, on the nineteenth day of May, in the year last aforesaid, returned by said marshal, duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to wit:

Attachment and monition.

THE UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinois on the eighteenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, by L. Weldon, district attorney of the United States for said district, on behalf of the United States, and of all other persons concerned, against six hundred and fifty bales of cotton, one hundred coils of rope, sixteen bales of bagging, eight rolls of bagging, one hundred and sixty pieces of bagging, and twenty-nine pieces of leather, for reasons and causes in said libel mentioned, and praying the usual process and monition of said court in that behalf to be made,
5 and that all persons having or pretending to have any right, title, or interest therein may be cited to appear and answer all and singular the matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof as lawful prize of war: You are therefore commanded to attach the said six hundred and fifty bales of cotton, one hundred coils of rope, sixteen bales of bagging, eight rolls of bagging, one hundred and sixty pieces of bagging, and twenty-nine pieces of leather, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice by publication in the Illinois State Register for fourteen days previous to the day of trial, of such seizure and libel, to all persons claiming the said six hundred and fifty bales of cotton, one hundred coils of rope, sixteen bales of bagging, eight rolls of bagging, one hundred and sixty pieces of bagging, and twenty-nine pieces of leather, or knowing or having anything to say why this court should not pronounce against the same according to the prayer of said libel, and that they be and appear before the said court to be held in and for the
6 southern district of Illinois, at the United States court-room, in the city of Springfield, in said district, on the first Monday in June next, if that be a day of jurisdiction; if not, then on the first day of jurisdiction thereafter, at 10 o'clock in the forenoon of that day, then and there to interpose a claim for the same, and to make their allegations in that behalf; and what you shall have done in the premises do you then and there make return, together with this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this eighteenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I have this day levied on and attached the within described property and made due proclamation thereof, and as said property is perishable and liable to be destroyed, I respectfully recommend its sale, pending proceedings against the same, this 19th day of May, 1864.

D. L. PHILLIPS, *U. S. Marshal.*

Filed this 19th day of May, 1864.

GEO. P. BOWEN, *Clerk.*

7 *Notice of libel and seizure.*

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Whereas, on the 18th day of May, A. D. 1864, L. Weldon, United States district attorney, filed a libel in the district court of the United States for the southern district of Illinois, against 650 bales of cotton, one hundred and eighty coils of rope, sixteen bales of bagging, eight rolls of bagging, 180 pieces of bagging, and 29 pieces of leather, in a cause of condemnation and forfeiture; and whereas, by virtue of process in due form of law to me directed, returnable on the first Monday in June next, I have seized upon and taken the said property, and have the same in my custody: Notice is hereby given that a district court of the United States will be held at the United States court-room, in the city of Springfield, on the first Monday in June next, for the trial of the said premises, and the owner or owners, and all persons who have or claim any interest, are hereby cited to be and appear at the time and place aforesaid, to show cause, if any they have, why a final decree should not pass as prayed.

D. L. PHILLIPS, *U. S Marshal.*

Springfield, May 20, 1864.

8 *Certificate of publication.*

The undersigned, publisher of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for fourteen days successively; the first publication thereof having been made on the 21st day of May, A. D. 1864, and the last on the 5th day of June, A. D. 1864.

Illinois State Register Printing Co., publishers Illinois State Register, per— D. O. C.

Filed June 6, 1864.

GEO. P. BOWEN, *Clerk.*

On the said nineteenth day of May, in the year last aforesaid, the following proceedings were had in said court, in said cause, and entered of record, to wit:

Order of sale pendente lite.

THE UNITED STATES *vs.* SIX HUNDRED AND FIFTY BALES OF COTTON, ONE HUNDRED coils of rope, sixteen bales, eight rolls and one hundred and sixty pieces of bagging, and twenty-nine pieces of leather.	In prize.

9 It appearing to the court, from the return of the marshal to the writ of monition issued in this cause, that he has attached the said six hundred and fifty bales of cotton, one hundred coils of rope, sixteen bales, eight rolls and one hundred and sixty pieces of bagging, and twenty-nine pieces of leather, and that the same are perishable and liable to destruction, it is thereupon ordered by the court that the said property be sold by the marshal under and by virtue of a writ of venditioni exponas, to be issued by the clerk of the court, in accordance with the rules and practice of the court; and that upon making such sale the marshal deposit the proceeds thereof with the assistant treasurer of the United States at St. Louis, subject to the order of the court. It is further ordered that said writ be made returnable on the second Monday of June next, and that the marshal give notice of said

sale, by publication in the newspaper designated by the court, and also in one or more newspapers published in the cities of Chicago, St. Louis, Cincinnati, and Cairo.

10 And thereupon a writ of venditioni exponas was issued, directed to the marshal of said district to execute, and was afterwards, to wit, on the twenty-first day of June in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto and the certificate of deposit filed therewith, are in the words and figures following, to wit:

Venditioni exponas.

THE UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel was filed in the district court of the United States for the southern district of Illinois, on the eighteenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, by Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States of America, and of all other persons concerned, against six hundred and fifty bales of cotton, one hundred coils of rope, sixteen bales of bagging, eight rolls of bagging, one hundred and sixty pieces of bagging and twenty-nine pieces of leather, praying that the same may be

11 condemned and sold for the causes in said libel alleged; and whereas the above described property has been attached by process issued out of said district court in pursuance of the said libel, and is now in custody by virtue thereof, and such proceedings have been thereupon had, that by the decree of said court in this cause made on the nineteenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, the said above described property was ordered to be sold by you, the said marshal, after giving ten days' notice of such sale according to law: Therefore, you, the said marshal, are hereby commanded to cause said above-described property to be sold in manner and form, upon the notice, and at the time and place required by law and that you deposit the money arising from such sale with the assistant treasurer of the United States at St. Louis; and have you a certificate thereof, together with a return of your proceedings hereon, in said court at Springfield, in said district, on the second Monday of June, in the year of our Lord one thousand eight hundred and sixty-four, and have you also then and there this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this

12 nineteenth day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.

[L. S] GEO. P. BOWEN, *Clerk.*

Notice of sale.—United States marshal's sale in admiralty.

By virtue of a writ of sale issued out of the United States district court for the southern district of Illinois in admiralty, dated on the 19th day of May, A. D. 1864, will be sold at public auction to the highest bidder for cash, at Cairo, in said district, on the 8th day of June, A. D. 1864, the following described property, to wit, six hundred and fifty bales of cotton, 100 coils of rope, 16 bales of bagging, eight rolls of bagging, 160 pieces of bagging, and 29 pieces of leather, the same having been ordered by the court to be sold for the benefit of those whom it may concern.

D. L. PHILLIPS, *U. S. Marshal.*

Springfield, Ill., May 20, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed
13 notice was published in said paper for ten days successively, the first publication thereof having been made on the 21st day of May, A. D. 1864, and the last on the 1st day of June, A. D. 1864.

Illinois State Register Printing Co., publishers Illinois State Register, per— D. O. C.

Filed June 21, 1864.

GEO. P. BOWEN, *Clerk.*

Marshal's return to venditioni exponas.

By virtue of this writ I sold, on the 8th day of June, A. D. 1864, the within described property, for the sum of two hundred seventy-two thousand four hundred thirty-seven and $\frac{39}{100}$, and have deposited the same with the assistant United States treasurer at St. Louis, the certificate of which deposit I now return with this writ.

D. L. PHILLIPS, *U. S. Marshal.*

Filed June 21, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$272,437 39 OFFICE OF ASSISTANT TREASURER U. S.,
St. Louis, Mo., June 18, 1864.

I certify that D. L. Phillips, U. S. marshal for the southern district
14 of Illinois, has this day deposited to the credit of the district court of the United States for said district, in the case of the United States *vs.* 650 bales of cotton, &c., two hundred and seventy-two thousand four hundred thirty-seven and $\frac{39}{100}$ dollars proceeds of sale in said cause.

(Original.) BEN FARRAR, *Assistant Treasurer.*

Filed June 21, 1864.

GEO. P. BOWEN, *Clerk.*

On the twenty-first day of May, in the year last aforesaid, came again the said Lawrence Weldon, district attorney of the United States for said district, and filed in the office of the clerk of said court a libel in behalf of the United States and all others concerned, against seven hundred and eighty-eight bales and fifty-two sacks of cotton, in a cause of prize, which said libel is in the words and figures following, to wit:

Libel.

District court.—In prize.

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Be it remembered, that on the 21st day of May, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Wel-
15 don, district attorney for the United States for said district, in the name and behalf of the United States, and of all other persons concerned, propounds and gives the said judge to understand and be informed that on or about the 1st day of April, A. D. 1864, on waters navigable to the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the navy of the United States did seize as lawful prize of war the following, to

wit, seven hundred and eighty-eight bales and fifty-two sacks of cotton, which are now at the port of Cairo, and within the jurisdiction of this court.

The said attorney alleges that all and singular the premises are true and within the prize jurisdiction of this court, and that all of the said property so captured is lawful prize of war.

Wherefore the said attorney prays that process of attachment may issue against said property, and the monition of this honorable court in that behalf to be made, and that all persons interested in said property may be cited to appear and answer all and singular the allegations of this libel; and, all due proceedings being had, your honor will adjudge and decree a condem-
16 nation of said property as prize of war, and that the proceeds thereof may be distributed according to law.

L. WELDON, *U. S. Atty.*

Filed May 21, 1864.

GEO. P. BOWEN, *Clerk.*

Whereupon the following proceedings were had in said court in said cause, and entered of record, to wit:

Order for process.

THE UNITED STATES
vs.
788 BALES AND 52 SACKS OF COTTON. } In prize.

It is ordered by the court that a writ of monition issue in this cause returnable on the second Monday of June next.

And thereupon a writ of attachment and monition was issued against said property, directed t o the marshal of the southern district of Illinois to execute, and was afterwards, to wit, on the twenty-third day of May, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to wit:

17 *Attachment and monition.*

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinois, on the twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty-four, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against seven hundred and eighty-eight bales and fifty-two sacks of cotton, for reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons having or pretending to have any right, title, or interest therein, may be cited to appear and answer all and singular the matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof, as lawful prize of war: You are therefore commanded to attach the said seven
18 hundred and eighty-eight bales and fifty-two sacks of cotton, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice by publication in the Illinois State Register for fourteen days previous to the day of trial of such seizure and libel, to all persons claiming the said seven hundred and eighty-eight bales and fifty-

two sacks of cotton, or knowing or having anything to say why this court should not pronounce against the same, according to the prayer of said libel, and that they be and appear before the said court, to be held in and for the southern district of Illinois, at the United States court-room, in the city of Springfield, in said district, on the second Monday in June next, if that day be a day of jurisdiction, if not, then on the first day of jurisdiction thereafter, at 10 o'clock in the forenoon of that day, then and there to interpose a claim for the same, and to make their allegations in that behalf; and what you shall have done in the premises, do you then and there make return, together with this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

19 *Marshal's return.*

By virtue of this writ I have attached and seized the within described property, and made due proclamation of the same; and as said property is perishable and liable to be destroyed, I respectfully recommend its sale, pending proceedings, on this 23d day of May, 1864.

D. L. PHILLIPS, *U. S. Marshal.*

Filed this 23d day of May, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Notice of libel and seizure.

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Whereas, on the 21st day of May, A. D. 1864, L. Weldon, United States district attorney, filed a libel in the district court of the United States for the southern district of Illinois, against 788 bales and 52 sacks of cotton, in a cause of condemnation and forfeiture; and whereas, by virtue of process in due form of law, to me directed, returnable on the second Monday in June next, I have seized upon and taken the said property, and have the same in my custody—

Notice is hereby given that a district court of the United States will be held at the United States court-room, in the city of Springfield, on the
20 second Monday in June next, for the trial of the said premises, and the owner or owners, and all persons who have or claim any interest, are hereby cited to be and appear at the time and place aforesaid, to show cause, if any they have, why a final decree should not pass as prayed.

D. L. PHILLIPS, *U. S. Marshal.*

Springfield, May 23, 1864.

Certificate of publication.

The undersigned, publishers of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for fourteen days successively, the first publication thereof having been made on the 24th day of May, A. D. 1864, and the last on the 8th day of June, A. D. 1864.

Illinois State Register Printing Co., publishers Illinois State Register, per—

D. O. C.

Filed June 13th, 1864.

GEO. P. BOWEN, *Clerk.*

On the said twenty-third day of May, in the year last aforesaid, the following further proceedings were had in said court in said cause, and entered of record, to wit:

21 *Order of sale pendente lite.*

THE UNITED STATES
vs.
788 BALES AND 52 SACKS OF COTTON. } In prize.

It appearing to the court from the return of the marshal to the writ of monition issued in this cause, that he has attached the said seven hundred and eighty-eight bales and fifty-two sacks of cotton, and that the same is perishable and liable to destruction, it is thereupon ordered by the court that the said property be sold by the marshal under and by virtue of a writ of venditioni exponas, to be issued by the clerk of this court, in accordance with the rules and practice of the court, and that upon making such sale the marshal deposit the proceeds thereof with the assistant treasurer of the United States at St. Louis, subject to the order of the court. It is further ordered that said writ be made returnable on the second Monday of June next, and that the marshal give notice of such sale by publication in the newspaper designated by the court, and also in one or more newspapers published in the cities of Chicago, St. Louis, Cincinnati and Cairo.

And thereupon a writ of venditioni exponas was issued, directed to
22 the marshal of said district to execute, and was afterwards, to wit, on the twenty-first day of June, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto, and the certificate of deposit filed therewith, are in the words and figures following, to wit:

Venditioni exponas.

THE UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel was filed in the district court of the United States for the southern district of Illinois, on the twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty-four, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against seven hundred and eighty-eight bales and fifty-two sacks of cotton praying that the same may be condemned and sold for the causes in said libel alleged; and whereas the said seven hundred and eighty-eight bales and fifty-two sacks of cotton has been attached by process issued out of said district court in pursuance
23 of the said libel, and is now in custody by virtue thereof, and such proceedings have been thereupon had that, by the decree of said court in this cause made on the twenty-third day of May, in the year of our Lord one thousand eight hundred and sixty-four, the said seven hundred and eighty-eight bales and 52 sacks of cotton was ordered to be sold by you, the said marshal, after giving ten days' notice of such sale according to law:

Therefore you, the said marshal, are hereby commanded to cause the said seven hundred and eighty-eight bales and fifty-two sacks of cotton to be sold, in manner and form, upon the notice, and at the time and place required by law, and that you deposit the money arising from such sale with the assistant treasurer of the United States at St. Louis, and have you a certificate thereof, together with a return of your proceedings hereon, in said court at Springfield, in said district, on the second Monday in June, in the yea

of our Lord one thousand eight hundred and sixty-four, and have you also, then and there this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this twenty-third day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

24 *Notice of Sale.—United States marshal's sale in admiralty.*

By virtue of a writ of sale issued out of the United States district court for the southern district of Illinois, in admiralty, dated on the 23d day of May, A. D. 1864, will be sold at public sale, to the highest and best bidder for cash, at Cairo, in said district, on the 8th day of June, A. D. 1864, the following described property, to wit, seven hundred and eighty-eight bales and fifty-two sacks of cotton, ordered by the court to be sold for the benefit of whom it may concern.

D. L. PHILLIPS, *U. S. Marshal.*

Springfield, Ills., May 23, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for ten days successively, the first publication thereof having been made on the 24th day of May, A. D. 1864, and the last on the 4th day of June, A. D. 1864.

Illinois State Register Printing Co., publishers Illinois State Register, per— D. O. C.

Filed June 21st, 1864.

GEO. P. BOWEN, *Clerk.*

25 *Marshal's return.*

By virtue of this writ, I sold on the 8th day of June, A. D. 1864, the within described property, for the sum of three hundred twenty-one thousand eight hundred and twenty-four and $\frac{19}{100}$ dollars, and have deposited the same with the assistant United States treasurer at St. Louis, the certificate of which deposit I now return with this writ.

D. L. PHILLIPS, *U. S. Marshal.*

Filed June 21st, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$321,824 19. OFFICE OF ASSISTANT TREASURER, U. S.,
St. Louis, Mo., June 18, 1864.

I certify that D. L. Phillips, U. S. marshal for the southern district of Illinois, has this day deposited to the credit of the district court of the United States for said district, in the case of the United States *vs.* 788 bales and 52 sacks of cotton, three hundred and twenty-one thousand eight hundred and twenty-four and 19–100 dollars, proceeds of sale in said cause.

BEN FARRAR, *Assistant Treasurer.*

(Original.)

Filed June 21st, 1864.

GEO. P. BOWEN, *Clerk.*

On the said twenty-first day of May, in the year last aforesaid, the
26 said Lawrence Weldon, district attorney of the United States for said district, also filed in the office of the clerk of said court a libel in behalf of the United States, and all others concerned, against four hundred and nine bales and one *one* hundred and thirty-nine sacks of cotton, in a cause of prize, which said libel is in the words and figures following, to wit:

Libel.

District court.—In prize.

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Be it remembered that, on the 21st day of May, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Weldon, district attorney for the United States for said district, in the name and behalf of the United States, and of all other persons concerned, propounds and gives the said judge to understand and be informed, that on or about the 1st day of April, A. D. 1864, on waters navigable to the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the navy of the United States did seize as lawful prize of war the following, to wit: Four hundred and nine bales and one hundred and thirty-nine sacks of cotton, which are now at the port of Cairo, and within the jurisdiction of this court.

27 The said attorney alleges that all and singular the premises are true and within the prize jurisdiction of this court, and that all of the said property so captured is lawful prize of war.

Wherefore the said attorney prays that process of attachment may issue against said property, and the monition of this honorable court in that behalf to be made, and that all persons interested in said property may be cited to appear and answer all and singular the allegations of this libel; and, all due proceedings being had, your honor will adjudge and decree a condemnation of said property as prize of war, and that the proceeds thereof may be distributed according to law.

L. WELDON, *U. S. Att'y.*

Filed May 21st, 1864.

GEO. P. BOWEN, *Clerk.*

Whereupon the following proceedings were had in said court in said cause, and entered of record, to wit:

Order for process.

THE UNITED STATES
vs.
409 BALES AND 139 SACKS OF COTTON. } In prize.

It is ordered by the court that a writ of monition issue in this
28 cause, returnable on the second Monday of June next.

And thereupon a writ of attachment and monition was issued against said property directed to the marshal of the southern district of Illinois to execute, and was afterwards, to wit, on the twenty-third day of May, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to wit:

Attachment and monition.

THE UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinois on the twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty-four, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against four hundred and nine bales and one hundred and thirty-nine sacks of cotton, for reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons having or pretending to have any right, title, or interest therein may be cited to appear and answer all and singular the matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof as lawful prize of war: You are therefore commanded to attach the said four hundred and nine bales and one hundred and thirty-nine sacks of cotton, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice, by publication in the Illinois State Register for fourteen days previous to the day of trial, of such seizure and libel to all persons claiming the said four hundred and nine bales and one hundred and thirty-nine sacks of cotton, or knowing or having anything to say why this court should not pronounce against the same according to the prayer of said libel, and that they be and appear before the said court, to be held in and for the southern district of Illinois at the United States court-room in the city of Springfield, in said district, on the second Monday in June next, if that be a day of jurisdiction; if not, then on the first day of jurisdiction thereafter, at 10 o'clock in the forenoon of that day, then and there to interpose a claim for the same and to make their allegations in that behalf. And what you shall have done in the premises do you then and there make return, together with this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I have attached and seized the within-described property, and made due proclamation thereof, and as said property is perishable and liable to be destroyed, I respectfully recommend its sale pending proceedings, on the 23d day of May, 1864.

D. L. PHILLIPS, *U. S. Marshal.*

Filed this 23d day of May, A. D. 1864.

GEO. P. BOWEN. *Clerk,*

Notice of libel and seizure.

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Whereas, on the 21st day of May, A. D. 1864, L. Weldon, United States district attorney, filed a libel in the district court of the United States for the southern district of Illinois, against 409 bales and 139 sacks of cotton, in a cause of condemnation and forfeiture; and whereas, by virtue of process in due form of law to me directed, returnable on the second Mon-

day in June next, I have seized upon and taken the said property, and have the same in my custody—

Notice is hereby given that a district court of the United States will be held at the United States court-room in the city of Springfield, on the second Monday in June next, for the trial of the said premises, and the owner or owners, and all persons who have or claim any interest, are hereby cited to be and appear at the time and place aforesaid, to show cause, if any they have, why a final decree should not pass as prayed.

D. L. PHILLIPS, *U. S. Marshal.*

Springfield, Ill's., May 23, 1864.

Certificate of publication.

The undersigned, publishers of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for fourteen days successively, the first
32 publication thereof having been made on the 24th day of May, A. D. 1864, and the last on the 8th day of June, A. D. 1864.

Illinois State Register Printing Co., publishers Illinois State Register, per— D. O. C.

Filed June 13th, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

On the said twenty-third day of May, in the year last aforesaid, the following further proceedings were had in said court, in said cause, and entered of record, to wit:

Order of sale pendente lite.

THE UNITED STATES
vs.
409 BALES and 139 SACKS OF COTTON. } In prize.

It appearing to the court, from the return of the marshal to the writ of monition issued in this cause, that he has attached the said four hundred and nine bales and one hundred and thirty-nine sacks of cotton, and that the same is perishable and liable to be destroyed, it is thereupon ordered by the court that the said property be sold by the marshal under and by virtue of a writ of venditioni exponas, to be issued by the clerk of this court, in accordance with the rules and practice of the court, and that upon making
33 such sale the marshal deposit the proceeds thereof with the assistant treasurer of the United States at St. Louis, subject to the order of the court. It is further ordered that said writ be made returnable on the second Monday of June next, and that the marshal give notice of said sale by publication in the newspaper designated by the court, and also in one or more newspapers published in the cities of Chicago, St. Louis, Cincinnati, and Cairo.

Whereupon a writ of venditioni exponas was issued, directed to the marshal of said district to execute, and was afterwards, to wit, on the twenty-first day of June, in the year last aforesaid, returned by said marshal duly executed, which said writ, together with the return of the marshal thereto and the certificate of deposit filed therewith, are in the words and figures following, to wit:

Venditioni exponas.

THE UNITED STATES OF AMERCIA, *Southern district of Illinois, ss:*

The United States of America to the marshal of the southern district of Illinois, greeting:

34 Whereas a libel was filed in the district court of the United States for the southern district of Illinois, on the twenty-first day of May, in the year of our Lord one thousand eight hundred and sixty-four, by L. Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, against four hundred and nine bales and one hundred and thirty-nine sacks of cotton, praying that the same may be condemned and sold for the causes in said libel alleged; and whereas the said four hundred and nine bales and one hundred and thirty-nine sacks of cotton has been attached by process issued out of said district court in pursuance of the said libel, and is now in custody by virtue thereof, and such proceedings have been thereupon had that by a decree of said court, in this cause made on the twenty-third day of May, in the year of our Lord one thousand eight hundred and sixty-four, the said four hundred and nine bales and one hundred and thirty-nine sacks of cotton was ordered to be sold by you, the said marshal, after giving ten days' notice of such sale according to law:

Therefore you, the said marshal, are hereby commanded to cause the said four hundred and nine bales and one hundred and thirty-nine sacks
35 of cotton to be sold, in manner and form, upon the notice, and at the time and place, required by law, and that you deposit the money arising from such sale with the assistant treasurer of the United States at St. Louis; and have you a certificate thereof, together with a return of your proceedings hereon, in said court at Springfield, in the said district, on the second Monday of June, in the year of our Lord one thousand eight hundred and sixty-four, and have you also then and there this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this twenty-third day of May, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.

[L. S.] GEO. P. BOWEN, *Clerk.*

Notice of sale.—United States marshal's sale in admiralty.

By virtue of a writ of sale issued out of the United States district court for the southern district of Illinois, in admiralty, dated on the 23d day of May, A. D. 1864, will be sold at public sale to the highest and best bidder for cash, at Cairo, in said district, on the 8th day of June, A. D. 1864,
36 the following described property, to wit: four hundred and nine bales and 139 sacks of cotton, the same having been ordered by the court to be sold for the benefit of whom it may concern.

D. L. PHILLIPS, *U. S. Marshal.*

Springfield, Ill., May 23d, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for ten days successively, the first publication having been made on the 24th day of May, A. D. 1864, and the last on the 4th day of June, A. D. 1864.

Illinois State Reg. Printing Co., publishers Illinois State Register, per—
D. O. C.

Filed June 21, 1864.

GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I sold on the 8th day of June, A. D. 1864, the within-described property for the sum of one hundred seventy-six thousand nine hundred and fifty-eight and 36–100 dollars, and have deposited the same with the assistant United States treasurer at St. Louis, the
37 certificate of which deposit I now return with this writ.

D. L. PHILLIPS, *U. S. Marshal.*

Filed June 21st, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$176,958 36. OFFICE OF ASSISTANT TREASURER U. S.,
St. Louis, Mo., June 18, 1864.

I certify that D. L. Phillips, U. S. marshal for the southern district of Illinois, has this day deposited to the credit of the district court of the United States for said district, in the case of the United States *vs.* 409 bales and 139 sacks of cotton, one hundred and seventy-six thousand nine hundred and fifty-eight and $\frac{36}{100}$ dollars, proceeds of sale in said cause.

BEN FARRAR, *Assistant Treasurer.*

(Original.)

Filed June 21st, 1864.

GEO. P. BOWEN, *Clerk.*

On the third day of June, in the year last aforesaid, came again the said Lawrence Weldon, district attorney of the United States for said district, and filed in the office of the clerk of said court a libel in behalf of the United States, and all others concerned, against one thousand bales
38 of cotton, in a cause of prize, which said libel is in the words and figures following, to wit:

Libel.

District court.—In prize.

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Be it remembered that on the third day of June, A. D. 1864, before the Hon. Samuel H. Treat, judge of the said court, comes Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States, and of all other persons concerned, propounds and gives the said judge to understand and be informed that, on or about the 20th day of May, A. D. 1864, on waters navigable to the sea by vessels of ten or more tons burden, or on lands adjacent thereto, the navy of the United States did seize, as lawful prize of war, the following, to wit, 1,000 bales cotton, which are now at the port of Cairo, and within the jurisdiction of this court. The said attorney alleges that all and singular the premises are true and within the prize jurisdiction of this court, and that all of the said property so captured is lawful prize of war.

Wherefore the said attorney prays that process of attachment may
39 issue against said property, and the monition of this honorable court in that behalf to be made, and that all persons interested in said property may be cited to appear and answer all and singular the allegations of this libel, and all due proceedings being had, your honor will adjudge and decree a condemnation of said property as prize of war, and that the proceeds thereof may be distributed according to law.

L. WELDON, *U. S. Att'y.*

Filed June 3d, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

And thereupon the following proceedings were had in said court in said cause, and entered of record, to wit:

Order for process.

THE UNITED STATES
vs.
1,000 BALES OF COTTON. } In prize.

It is ordered by the court that a writ of monition issue in this cause, returnable on the third Monday of June istant.

Whereupon a writ of attachment and monition was issued against
40 said property, directed to the marshal of the southern district of Illinois, to execute, and was afterwards, to wit, on the fourth day of June, in the year last aforesaid, returned by said marshal, duly executed, which said writ, together with the return of the marshal thereto, are in the words and figures following, to wit:

Attachment and monition.

THE UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of Illinois, on the third day of June, in the year of our Lord one thousand eight hundred and sixty-four, by Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States and of all others concerned, against one thousand bales of cotton, for reasons and causes in said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons having or pretending to have any right, title, or interest therein may be cited to appear, and answer all and singular the
41 matters in said libel articulately propounded, and that this court would be pleased to pronounce for the condemnation thereof, as lawful prize of war:

You are therefore commanded to attach the said one thousand bales of cotton, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice, by publication in the Illinois State Register for fourteen days previous to the day of trial, of such seizure and libel, to all persons claiming the said one thousand bales of cotton, or knowing or having anything to say why this court should not pronounce against the same, according to the prayer of said libel, and that they be and appear before the said court, to be held in and for the southern district of Illinois, at the United States court-room in the city of Springfield, in said district, on the third Monday in June, instant, if that be a day of jurisdiction, if not, then on the first day of jurisdiction thereafter, at ten o'clock in the forenoon of that day, then and there to interpose a claim for the same, and to make their allegations in that behalf; and what you shall have done in the premises do you then and there make return, together with this writ.

42 Witness the Hon. Samuel H. Treat, judge of our said court, this third day of June, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.

[L. S.]

GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I have, this 4th day of June, 1864, attached the within described property, and made proclamation thereof, and as said cotton is perishable and liable to be destroyed, I respectfully recommend its sale pending proceedings against the same.

D. L. PHILLIPS, *U. S. Marshal.*

Filed this 4th day of June, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Notice of libel and seizure.

UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*

Whereas, on the third day of June, A. D. 1864, L. Weldon, United States district attorney, filed a libel in the district court of the United States for the southern district of Illinois, against 1,000 bales of cotton, in a cause of condemnation and forfeiture; and whereas, by virtue of process, in due
43 form of law, to me directed, returnable on the third Monday in June, inst., I have seized upon and taken the said property, and have the same in my custody—

Notice is hereby given, that a district court of the United States will be held at the United States court-room, in the city of Springfield, on the third Monday in June, inst., for the trial of the said premises, and the owner or owners, and all persons who have or claim any interest, are hereby cited to be and appear at the time and place aforesaid, to show cause, if any they have, why a final decree should not pass as prayed.

D. L. PHILLIPS, *U. S. Marshal.*

Springfield, Ills., June 4, 1864.

Certificate of publication.

The undersigned, publishers of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for fourteen days successively, the first publication thereof having been made on the 5th day of June, A. D. 1864, and the last on the 20th day of June, A. D. 1864.

Illinois State Register Printing Co., publishers Illinois State Register, per— D. O. CROWLEY.

Filed June 20th, 1864.

GEO. P. BOWEN, *Clerk.*

44 On the said fourth day of June, in the year last aforesaid, the following further proceedings were had in said court in said cause, and entered of record, to wit:

Order of sale pendente lite.

THE UNITED STATES vs. 1,000 BALES OF COTTON. } In prize.

It appearing to the court, from the return of the marshal to the writ of monition issued in this cause, that he has attached the said one thousand bales of cotton, and that the same is perishable and liable to be destroyed, it is thereupon ordered by the court that the said property be sold by the marshal, under and by virtue of a writ of venditioni exponas, to be issued

by the clerk of this court, in accordance with the rules and practice of the court, and that upon making such sale the marshal deposit the proceeds thereof with the assistant treasurer of the United States at St. Louis, subject to the order of the court.

It is further ordered that said writ be made returnable on the fourth Monday of June, instant, and that the marshal give notice of said sale by publication in the newspaper designated by the court, and also in one or
45 more newspapers published in the cities of Chicago, St. Louis, Cincinnati, and Cairo.

And thereupon a writ of venditioni exponas was issued, directed to the marshal of said district to execute, and was afterwards, to wit, on the twenty-ninth day of July, in the year last aforesaid, returned by said marshal, duly executed, which said writ, together with the return of the marshal thereto, and the certificate of deposit filed therewith, are in the words and figures following, to wit:

Venditioni exponas.

THE UNITED STATES OF AMERICA, *Southern district of Illinois, ss:*
The United States of America to the marshal of the southern district of Illinois, greeting:

Whereas a libel was filed in the district court of the United States for the southern district of Illinois, on the 3d day of June, in the year of our Lord one thousand eight hundred and sixty-four, by Lawrence Weldon, district attorney of the United States for said district, in the name and behalf of the United States and of all others concerned, against one thousand bales
46 of cotton, praying that the same may be condemned and sold for the causes in said libel alleged; and whereas the said one thousand bales o cotton has been attached by process issued out of said district court, in pursuance of the said libel, and is now in custody by virtue thereof, and such proceedings have been thereupon had that by the decree of said court in this cause made on the fourth day of June, in the year of our Lord one thousand eight hundred and sixty-four, the said one thousand bales of cotton was ordered to be sold by you, the said marshal, after giving ten days' notice of such sale, according to law—

Therefore you, the said marshal, are hereby commanded to cause said one thousand bales of cotton to be sold, in manner and form, upon the notice, and at the time and place required by law, and that you deposit the *the* money arising from such sale with the assistant treasurer of the United States at St. Louis; and have you a certificate thereof, together with a return of your proceedings hereon, in said court at Springfield, in said district, on the fourth Monday of June, in the year of our Lord one thousand eight hundred and sixty-four, and have you also then and there this writ.

Witness the Hon. Samuel H. Treat, judge of our said court, this fourth day of June, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-eighth.
47 [L. S.] GEO. P. BOWEN, *Clerk.*

Notice of sale.—United States marshal's sale in admiralty.

By virtue of a writ of sale, issued out of the United States district court for the southern district of Illinois, in admiralty, dated on the 4th day of June, A. D. 1864, will be sold at public sale, to the highest and best bidder, for cash, at Cairo, in said district, on the 22d day of June, A. D. 1864, the following described property, to wit, one thousand bales of cotton, the same

having been ordered by the court to be sold for the benefit of whom it may concern.

D. L. PHILLIPS, *U. S. Marshal.*

Springfield, Ill's, June 6, 1864.

Certificate of publication.

The undersigned, publisher of the Illinois State Register, a newspaper published at Springfield, Illinois, do hereby certify that the annexed notice was published in said paper for ten days successively, the first publication thereof having been made on the 7th day of June, A. D. 1864, and the last on the 18th day of June, A. D. 1864.

48 Illinois State Register Printing Co., publishers Illinois State Register, per—
D. O. COWLEY.

Filed July 29th, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Marshal's return.

By virtue of this writ I sold, on the 22d day of June, A. D. 1864, the within-described cotton, for the sum of four hundred forty-seven thousand four and 96-100 dollars, and have deposited the same with the assistant U. S. treasurer at St. Louis, Mo., the certificate of which deposit is herewith returned, July 28th, 1864.

D. L. PHILLIPS, *U. S. Marshal.*

Filed July 29th, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Certificate of deposit.

$447,004 96. OFFICE OF ASSISTANT TREASURER U. S.,
St. Louis, Mo., July 27th, 1864.

I certify that D. L. Phillips, U. S. marshal for the southern district of Illinois, has this day deposited to the credit of the district court of the United States for said district, in the case of the United States *vs.* one thousand bales of cotton, four hundred forty-seven thousand and four 96-100 dollars, proceeds of sale in said cause.

49 H. H. WERUSE.
Acting Assistant Treasurer.

(Original.)

Filed July 29th, 1864.

GEO. P. BOWEN, *Clerk.*

On the seventh day of June, in the year last aforesaid, the following proceedings were had in said court, and entered of record, to wit:

Motion to consolidate causes.

THE UNITED STATES
vs.
650 BALES of COTTON, &c.

THE UNITED STATES
vs.
788 BALES and 52 SACKS COTTON, &c.

THE UNITED STATES
vs.
409 BALES and 139 SACKS COTTON.

THE UNITED STATES
vs.
1,000 BALES of COTTON.

Now come Messrs. Edwards and Brown, Hay and Cullom, procters for Cornelius Voorhies *et al.*, and enter their motion to consolidate the above entitled causes.

And afterwards, to wit, on the fourteenth day of June, in the year last aforesaid, the following further proceedings were had in said court, and entered of record, to wit:

Order of consolidation.

50 THE UNITED STATES
vs.
650 BALES OF COTTON, &C.

THE UNITED STATES
vs.
788 BALES and 52 SACKS OF COTTON.

THE UNITED STATES
vs.
409 BALES and 1,139 SACKS OF COTTON.

THE UNITED STATES
vs.
1,000 BALES OF COTTON.

The court, having fully considered, and being now sufficiently advised upon the motion heretofore entered by Messrs. Edwards & Brown, Hay & Cullom, proctors for Cornelius Voorhies and others, to consolidate the above-entitled causes—

It is ordered and decreed that such motion be sustained, and that said causes be consolidated.

And afterwards, to wit, on the sixteenth day of June, in the year last aforesaid, the following proceedings were had in said court, and entered of record, to wit:

Order for proof.

It is ordered by the court that either party to any prize case pending in this court have leave to take depositions therein upon commission, or upon giving the adverse party legal notice of the time and place of taking the same.

51 And afterwards, to wit, on the seventh day of September, in the year last aforesaid, came Jules Le More, agent for G. A. Le More & Co., claimants of eight hundred and thirty bales of the cotton libelled herein, by S. T. Logan, esq., and William M. Springer, esq., his proctors, and filed in the office of the clerk of said court his claim and answer in said entitled cause, which said claim and answer is in the words and figures following, to wit:

Claim and answer of G. A. Le More & Co.

United States of America, southern district of Illinois, district court thereof, in admiralty.

The answer of Jules Le More, agent for and on behalf of the firm of G. A. Le More & Co., a firm consisting of Gustave A. Le More and Leontine Le More, trading and doing business in the name and style of G. A. Le More & Co., the owners of eight hundred and thirty bales of cotton, to the libels of Lawrence Weldon on behalf of the United States, as well as all others concerned, against 650, 788, 409, and 1,000 bales of cotton, contained in the consolidated case, the said eight hundred and thirty bales of cotton being a part of said lots of cotton in the said libels mentioned. And now comes

52 Jules Le More, agent for and on behalf of Gustave A. Le More and Leontine Le More, trading under the name and style of G. A. Le More & Co., the owners of the said eight hundred and thirty bales of cotton

above-mentioned, and for answer to the said libels of the said Weldon against said cotton, doth allege and propound as follows, to wit:

First. That the said Gustave A. Le More and Leontine Le More, partners as aforesaid, are the true and bona fide owners of the said eight hundred and thirty bales of cotton, and that the said Jules Le More is duly authorized to put in claim in their behalf to the said cotton in this suit.

Second. That it is true, as alleged in said libels, that said cotton was seized by persons belonging to the navy of the United States, but this respondent denies that the said cotton was a lawful prize of war, or belonged to the enemies of the United States, or that the same was seized in waters navigable to the sea by vessels of ten or more tons burden; but, on the contrary, this respondent avers said cotton was seized on land, and taken from the Simmons plantation, twenty-one miles from the town of Monroe, in the State of Louisiana, where said cotton was stored for safe-keeping.

Third. This respondent further alleges that the said Gustave A. Le More and Leontine Le More, composing the said firm of G. A. Le More & Co.,
53 are citizens of the empire of France, residing in Havre; that they have never taken part against the United States, in aiding the present rebellion, but have strictly obeyed and observed the proclamation of the Emperor Napoleon III, enjoining upon the subjects of his empire neutrality.

Fourth. This respondent further alleges that he is a citizen of the French empire, and was born in Havre, in said empire, and has strictly obeyed the proclamation of neutrality by the Emperor Napoleon III.

Therefore this respondent prays this honorable court to pronounce against the demand of the libellants in the aforesaid libels mentioned and set forth, as to said eight hundred and thirty bales of cotton, in the said lots of 650, 788, 409, 1,000 bales in the said consolidated case, and that the same be returned to him, as the agent of said firm; and, in case the same has been sold by order of this honorable court, then that the proceeds of said eight hundred and thirty bales be paid over to this respondent, together with his costs.

JULES LE MORE.

54 Sworn and subscribed to before me this 7th day of September, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Filed Sept. 7, 1864.

GEO. P. BOWEN, *Clerk.*

And afterwards, to wit, on the sixth day of November, in the November special term of said court, in the year of our Lord one thousand eight hundred and sixty-five, the following proceedings were had in said court, in said entitled cause, and entered of record to wit:

In the district court of the United States for the southern district of Illinois, in prize.

THE UNITED STATES
vs,
SIX HUNDRED AND FIFTY BALES OF COTTON, &C., SEVEN hundred and eighty-eight bales and fifty-two sacks of cotton, four hundred and nine bales and one hundred and thirty-nine sacks of cotton, and one thousand bales of cotton.

MONDAY, *November* 6, 1865.

Present the Hon. Samuel H. Treat, judge.

This cause having been heard upon the libels, the claim and answer of G. A. Le More & Co., a firm consisting of Gustave A. Le More and Leontine

Le More, claimants of eight hundred and thirty bales of said cotton, and the proofs on file, and the court having considered, and being now sufficiently advised in the premises, finds that the said claimants are not entitled to the said eight hundred and thirty bales of cotton, or the proceeds thereof.

It is therefore ordered, adjudged, and decreed by the court that the said claim be dismissed, at the costs of the claimants, and that execution issue therefor.

And now come the said claimants Gustave A. Le More and Leontine Le More, by S. T. Logan, esq., and McClernand, Broadwell, and Springer, their proctors, and pray an appeal to the Supreme Court of the United States. It is therefore ordered by the court that an appeal be allowed said claimants, upon their entering into bond in the penalty of two thousand dollars, with sufficient security, on or before the first day of January next, conditioned to answer all damages and costs that shall be adjudged against them, if they shall fail to make good their plea.

And afterwards, to wit, on the twenty-eighth day of December, in the year last aforesaid, came the said claimants, by S. T. Logan, esq., and McClernand, Broadwell and Springer, their proctors, and filed in the office of the clerk of said court their appeal bond in said entitled cause, which said appeal bond is in the words and figures following, to wit:

Supreme Court of the United States.

Appeal from the district court of the United States for the southern district of Illinois, in prize.

THE UNITED STATES
vs.
650 BALES OF COTTON, &C., 788 BALES, 52 SACKS OF 52 sacks of cotton, 409 bales, 139 sacks of cotton, and 1,000 bales of cotton.
GUSTAVE A. LE MORE and LEONTINE LE MORE claimants of 830 bales of cotton.

Know all men by these presents, that we, Gustave A. Le More, and Leontine Le More, as principal, and John A. McClernand, Nourman M. Broadwell and William M. Springer, as sureties, are held and firmly bound unto the United States in the sum of two thousand dollars, to be paid to the United States; to which payment well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated this twenty-eighth day of December, A. D. 1865.

The condition of this obligation is such, that whereas the above-named Gustave A. Le More and Leontine Le More have prayed an appeal to the Supreme Court of the United Stated to reverse a decree rendered by the district court of the United States for the southern district of Illinois, on the sixth day of November, A. D. 1865, in favor of the United States, and against the said Gustave A. Le More and Leontine Le More in the above-entitled cause, which appeal has been allowed:

Now, therefore, if the above-named Gustave A. Le More and Leontine Le More shall prosecute their said appeal to effect, and answer all damages and costs that may be adjudged against them if they shall fail to make

good their plea, then this obligation shall be void; otherwise, the same shall be and remain in full force and virtue.

G. A. LE MORE, & CO., [SEAL.]
By WM. M. SPRINGER, *their Attorney.*
A. LE MORE. [SEAL.]
JOHN A. McCLERNAND. [SEAL.]
NOURMAN M. BROADWELL. [SEAL.]
WM. M. SPRINGER. [SEAL.]

Approved Dec. 28, 1865

S. H. TREAT, *Dis't Judge.*

Filed Dec. 28, 1865.

GEO. P. BOWEN, *Clerk.*

58 The naval reports relating to the capture of said cotton, and the documents and papers accompanying the same, transmitted to said court by the captors, and filed in the office of the clerk of said court, are in the words and figures following, to wit:

Naval reports and documents.

Letter of Captain A. M. Pennock, reporting capture of 650 bales of cotton, &c.

[Extract.]

OFFICE MISSISSIPPI SQUADRON,
Mound City, Ill., May 13th, 1864.

SIR: I have the honor to inform you that the following cotton, captured by vessels belonging to this squadron, under command of Rear-Admiral Porter, is now at Cairo, Illinois, stored with Messrs. Halliday & Co., 103 bales cotton, taken by the Red River expedition; 63 bales cotton, taken by the Red River expedition; 484 bales cotton, taken by the Red River expedition 17 bales of which are put in bags, the bales having broken open.

I also report the following articles as prize to the Red River expedition, viz: 100 coils rope, 16 bales, 8 rolls, and 160 pcs. bagging, and 29 pcs. leather.

Very respectfully, your ob't servant,

59 A. M. PENNOCK,
Fleet Capt. and Com'd't Station.

Hon. S. H. TREAT,
U. S. Judge for the Southern Dist. of Illinois, Springfield, Ill.

Filed May 18th, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Rear-Admiral D. D. Porter, concerning 484 bales of cotton reported as belonging to Red River expedition.

MISSISSIPPI SQUADRON, FLAG-SHIP BLACK HAWK,
Mound City, May 31, 1864.

SIR: On the 13th instant Captain Pennock reported to you 484 bales cotton belonging to the Red River ex. This should have been put down to the credit of the Ouachita River, and the following vessels are entitled to a share: Black Hawk, Fort Hindman, Cricket, Eastport, Lafayette, Neosho, Ozark, Osage, Choctaw, Chillicothe, Louisville, Carondelet, Benton, Pitts-

burg, Mound City, Essex, Lexington, Ouachita, Gazelle, Kenworth, Juliet, Avenger.

Very respectfully, &c.,

DAVID D. PORTER, *Rear-Admiral.*

Hon. S. H. TREAT,
U. S. District Judge, Springfield, Illinois.

Filed June 3d, 1864.

GEO. P. BOWEN, *Clerk.*

60 Letter of Capt. A. M. Pennock, reporting capture of 788 bales, 52 sacks, and 1,412 bales, 139 sacks cotton, by Red and Ouachita River expedition.

OFFICE OF MISSISSIPPI SQUADRON,
Mound City, Ill's, May 18, 1864.

SIR: I have the honor to inform you that the following cotton is now stored with Messrs. Halliday Bro's, Cairo, Illinois, it having been captured by vessels belonging to this squadron, under command of Rear-Admiral D. D. Porter, viz: 788 bales and 52 sacks of cotton, captured by the Red and Ouachita River expedition; 1,412 bales and 139 sacks of cotton, captured by the Ouachita River expedition. I herewith enclose a letter, dated May 2, 1864, from Lieut. Com'd'r K. R. Breese, comd'g U. S. S. Black Hawk, in relation to the former lot, and a letter from Lieut. Comd'r F. M. Ramsey, comd'g U. S. S. Choctaw, dated April 21st, 1864, in relation to the latter lot.

Very respectfully, your ob't serv't,

A. M. PENNOCK,
Fleet Capt. and Com'd't Station.

Hon. S. H. TREAT,
U. S. Judge for the Southern Dist. of Illinois, Springfield, Ills.

Filed May 21st, 1864.

GEO. P. BOWEN, *Clerk.*

61 Letter of Lt. Com'd'r K. R. Breese, concerning cotton captured on Red and Ouachita rivers.

MISSISSIPPI SQUADRON, FLAG-SHIP BLACK HAWK,
Mouth Red River, May 2d, 1864.

SIR: I send up by the Ike Hammett a barge loaded with cotton, being a portion of that captured on the Red and Ouachita rivers. I do not know the number of bales contained in the barge, not having the account in my possession.

Very respectfully, your ob't serv't,

K. R. BREESE,
Lt. Commander, Comd'g.

Capt. A. M. PENNOCK,
Fleet Capt. and Com't Naval Station, Cairo, Illinois.

Filed May 21st, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Lt. Com'd'r F. M. Ramsey, concerning cotton captured on Ouachita river.

U. S. S. CHOCTAW, OFF MOUTH OF RED RIVER,
April 21st, 1864.

SIR: I send up by the V. F. Wilson three barges of cotton, captured by the expedition up the Ouachita river. Another barge will be sent up by

the next tow-boat. There are twenty-eight hundred and nine bales in all. Lt. Com'd'r J. P. Foster had command of the expedition, and would have written you to day in regard to the cotton, but he was obliged to
62 leave here very suddenly.

Very respectfully, your ob't serv't,

FRANK M. RAMSAY,
Lt. Com'r, Com'd'g 3d District.

Captain A. M. PENNOCK,
Fleet Captain and Commandant, Cairo, Illinois.

Filed May 21st, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Capt. A. M. Pennock, correcting report as to 1,412 bales of cotton.

OFFICE OF MISSISSIPPI SQUADRON,
Mound City, Illinois, May 26th, 1864.

SIR: On the 18th instant I reported to you 788 bales and 52 sacks of cotton; also 1,412 bales and 139 sacks of cotton. Instead of the 1,412 bales and 139 sacks, I should have reported 409 bales and 139 sacks. Will you please rectify any mistake in libelling the cotton, which may have occurred in consequence of my error in reporting it.

Very respectfully, your ob'd't serv't,

A. M. PENNOCK,
Fleet Captain and Com'd't Station.

Hon. S. H. TREAT,
U. S. Judge for the Southern District of Illinois, Springfield, Ills.

Filed May 28th, 1864.

GEO. P. BOWEN, *Clerk.*

63 Letter of Rear-Admiral D. D. Porter, reporting capture of 1,000 bales of cotton.

MISSISSIPPI SQUADRON, FLAG-SHIP BLACK HAWK,
Mound City, May 31, 1864.

SIR: I have to report to you one thousand bales cotton captured by Ouachita River ex., and now at this place. The following vessels are entitled to share: Black Hawk, Fort Hindman, Cricket, Eastport, Lafayette, Neosho, Ozark, Choctaw, Osage, Chillicothe, Louisville, Carondelet, Benton, Pittsburg, Mound City, Essex, Lexington, Ouachita, Gazelle, Kenwood, Juliet, Avenger.

Very respectfully, your ob't serv't,

DAVID D. PORTER, *Rear-Admiral.*

Hon. S. H. TREAT,
U. S. Dist. Judge, Springfield, Illinois.

Filed June 3, 1864.

GEO. P. BOWEN, *Clerk.*

Letter of Capt. A. M. Pennock, transmitting letters and documents relating to cotton captured by Ouachita River expedition.

OFFICE OF MISSISSIPPI SQUADRON,
Mound City, Ills., May 28, 1864.

SIR: I send you herewith several letters and documents relative to the cotton captured by vessels engaged in the Black and Ouachita River

64 expedition, under command of Rear-Admiral D. D. Porter. Enclosed please find a list of them.

Very respectfully, your ob't serv't,

A. M. PENNOCK,
Fleet Cap't and Com'd't of Station.

Hon. S. H. TREAT,
U. S. Judge for the Southern District of Illinois, Springfield, Illinois.

List of letters and documents relative to cotton captured by the Black and Ouachita River expedition, sent to Hon. S. H. Treat, U. S. judge for southern district of Illinois, by Capt. A. M. Pennock, May 28th 1864.

Letter of Act'g Master John Swaney, April 12th, 1864.
Report of Act'g Master John Swaney, April 13th, 1864.
Report of Act'g Vol. Lt. Chas. A. Wright, April 14th, 1864.
Receipt of Jas. Menard, dated M'ch 24th, 1864.
Report of Act'g Vol. Lt. Chas. A. Wright, April 15th, 1864.
Report of Act'g Lt. Com'd'r Frank N. Ramsay, April 15th, 1864.
Report of Act'g Lt. Com'd'r Jas. P. Foster, April 15th, 1864.
Affidavit of Lt. Com'd'r Byron Wilson and others, Ap'l 11th, 1864.
Report of Act'g Vol. Lt. Chas. E. Wright, April 10th, 1864.
Report of Act'g Master T. McElroy, April 3d, 1864.
Affidavit of B. Ballard, April 16th, 1864.
Report of Lt. Com'd'r Jas. P. Foster, of April 11th, 1864.
Report of Act'g Master J. S. Watson, April 11th, 1864.
Report of Act'g Master Jno. Swaney, April 12th, 1864.
65 Report of Act'g Vol. Lt. Chas. A. Wright, April 13th, 1864.
Report of Lt. Com'd'r Byron Wilson, April 15th, 1864.
Affidavits of R. Dortch, Jno. Ray, and others, April 11th, 1864.
Report of Act'g Master J. S. Watson, April 15th, 1864.
Report of Lt. Com'd'r Jas. P. Foster, April 20th, 1864.
Report of J. W. Moore, com'd'r steamer Ruby, April 21st, 1864.
Report of Lt. Com'd'r Byron Wilson, April 15th, 1864.
Affidavit of M. C. Hardy, sheriff of Ouachita, April 18th, 1864.
Letter of Jas. P. Foster to Admiral Porter, concerning M. C. Hardy, sheriff of Ouachita parish, April 21st, 1864.
Report of Acting Ensign J. W. Chambers, com'd'g U. S. S. Prairie Bird, April 23, 1864.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

Report of Lt. Com'd'r Jas. P. Foster, relative to cotton captured by Black River and Ouachita expedition.

U. S. S. LAFAYETTE, *April 20th*, 1864.

SIR: Enclosed you will please find detailed reports of the different officers under any command in the Black River and Ouachita expedition, of cotton captured, and negroes, refugees, and prisoners taken on board; likewise the affidavits of three different persons, testifying to the character of the cotton which we captured. You will also find a letter from M. Sudeling,
66 who claims forty-three bales, with affidavits testifying to his loyalty. As to his loyalty, I know nothing, or of the part he has taken; but know that the cotton which he claims was formerly owned by the confederate government, which he says he bought in good faith of Mr. Waddell, who received it from the confederate government in August, 1863. The cotton taken on Mr. Ray's place, I gave a receipt of the number for, at his request. Mr. Ray I believe to be a secessionist at heart, if not avowedly, and I think it has been through his influence that much of the cotton captured has been

spared, in hopes of getting out his own. His family are nearly all, if not all, secessionists, and some of them hold office under the confederate government. He, from what I can learn, has not held any office under the rebel government. In talking to him in relation to this cotton, I asked him if he was a Union man, and if he was willing to take the oath of allegiance. He replied that it was impossible; that he could not do so; that it would jeopardize his life. I then told him that I would seize his cotton, and that he must look to higher authority for adjustment. My impressions are that he is a secessionist of the first order, and would not scruple to injure us in any manner
67 whatever, if it was not for the hope of realizing the cotton that this expedition has taken from him. There are among the papers sent, two by a confederate officer, exempting Menard's cotton from burning, as it had been purchased from the confederate government.

I am, very respectfully, your ob't serv't,

JAS. P. FOSTER,
Lieut. Com'd'r U. S. N., Com'd'g 2d District, Miss. River.

Rear Admiral DAVID D. PORTER,
Com'd'g Miss. Squadron.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

Report of cotton captured by U. S. S. Juliet on Black and Ouachita River expedition.

U. S. S. JULIET, OFF MONROE,
Ouachita River, April 11th, 1864.

SIR: In obedience with your instructions, I have to report to you the following amounts of cotton captured by my vessel on the Black and Ouachita River expedition under your command:

April 8, 15 bales, no mark, off steamer Bayou.

April 8, 58 bales, marks C. S. A., Simmons, in the woods below Simmons's plantation.

April 8, 594 bales, marks C. S. A., Simmons, from Simmons's plantation.

68 April 9, 116 bales, marked C. S. A., Simmons, from Ballard's plantation.

April 10, 132 bales, marked C. S. A., F. P., from Bartlett's plantation.

Total, 915 bales.

The 594 bales were taken on the barge Fawcett, in conjunction with your forces, we having checked them in the barge. The two last-mentioned lots are now on board the vessel.

Very respectfully, your ob't serv't,

T. S. WATSON, *Acting Master, Com'd'g.*

To Lieut. Com'd'r JAS. P. FOSTER,
Com'd'g Exp'd'n, U. S. S. Lafayette.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

Report of cotton captured by U. S. S. Ouachita, on Ouachita river.

U. S. STR. OUACHITA, MOUTH BLACK RIVER,
15th April, 1864.

SIR: The following is a list of cotton taken on board this vessel up Ouachita river:

April 8th, 17 bales, covered with staves, iron bound, no owner, or abandoned.

April 9th, 125 bales, marked C. S. A., and afterwards Simmons.
69 April 10th, 309 bales, marked L. M.
April 13th, 42 bales, C. S. A., cotton found abandoned.
April 15th, 5 bales, no mark, from Scott's plantation.
Total, 498.

Very respectfully,

BYRON WILSON, *Lt. Com'd'r.*

Lt. Com'd'r J. P. FOSTER,
Com'd'g Expedition up Ouachita.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

Report of cotton captured by U. S. S. Kenwood, from Harris's and Simmons's plantation.

U. S. . KENWOOD, WASHITA RIVER,
April 12th, 1864.

SIR: I have taken on board to-day one hundred and thirty bales of cotton from E. W. Harris's plantation, marked Waco; has been in the hands of the confederate government, and sold by the government to parties unknown. I have also taken at Dr. Simmons's plantation, seventeen bales, marked C. S. A.

Very respectfully, your ob't serv't.

JNO. SWANEY, *Act. Master, Com'd'g.*

To Lieut. Com'd'r J. P. FOSTER,
Com'd'g Washita Expedition, U. S. S. Lafayette.

Filed June 1st, 1864.

GEO. P. BOWEN, *Clerk.*

70 Affidavit of Byron Wilson and others, relative to 309 bales of cotton claimed by G. A. Le More & Co.

U. S. S. LAFAYETTE, *April* 11, 1864.

We, the undersigned officers, heard Mr. Jules Le More acknowledge that the cotton taken on board by the U. S. S. Ouachita belonged to G. A. Le More & Co., (of which firm he acknowledges himself the agent.) Said cotton was purchased from the confederate government, for which the firm exchanged provision and clothing. We also heard the same gentleman (Jules Le More) say that this cotton was paid for in gold, at twenty (20) cents per lb. The number of bales taken was three hundred and nine (309.)

BYRON WILSON, *Lt. Com'd'r.*
J. S. WATSON, *Act. Master.*
WM. HARRIS, *Act'g Ensign.*

Subscribed and sworn to before me this 11th day of April, 1864.

JAS. P. FOSTER,
Lieut. Com'd'r U. S. N., Com'd'g 2d District, Miss. River.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

71 (The claimants, by their proctors, object to the admission of the foregoing affidavit of Byron Wilson and others, as part of the record in said cause.)

Statement of B. Ballard in relation to cotton claimed by G. A. Le More & Co. and Warneken, Kirchoff & Co.

U. S. S. LAFAYETTE,
Mississippi River, April 16th, 1864.

This is to certify that the cotton seized by Captain Foster, (commanding the Black River and Ouachita expedition,) on the plantation formerly owned by Dr. B. Ballard, in Caldwell parish, La., which was sold by said Ballard to Messrs. Tatum & Simmons, was made on said plantation, and, by the agency of said Simmons, was branded and placed on the banks of the river to be delivered to a French subject, (as he stated himself to be,) named Le More, to be shipped to a French mercantile house, to pay for merchandise furnished *furnished* to Jefferson Davis, president of the Confederate States of America, (as I was informed by Dr. Simmons,) but which was taken by Capt. Foster, on account of the bales being marked C. S. A., meaning the Confederate States of America.

72 Dr. Simmons sold to Messrs. Warneken, Kirchoff & Co., one hundred bales cotton, the 27th November, which cotton was marked—

I 1 @ 67 bales.
O 1 @ 33

100 (one hundred) bales cotton.

Dr. Ballard arranged with Mr. Le More, to take this cotton down, with his, to New Orleans, and deliver it to the agent of Messrs. Warneken, Kirchoff & Co.

B. BALLARD.

Witnesses:
D. H. HAYDEN.
B. R. ESHLERMAN.

Filed June 1, 1864.

GEO. P. BOWEN, *Clerk.*

(The claimants, by their proctors, object to the admission of the foregoing statement of B. Ballard, as a part of the record in said cause.)

Report of cotton captured by the vessels of the Black River and Ouachita expedition.

Date.	Name of vessel.	No. bales.	Marks.	Remarks.
Apr. 8	Juliet.....	15	None.	
8	Juliet.....	58	C. S. A.	Simmons's plantation.
73 8	Juliet.....	584	C. S. A.	Simmons's plantation.
9	Juliet.....	116	C. S. A.	Simmons's plantation.
10	Juliet.....	132	C. S. A.	Bartlett's plantation.
8	Ouachita...	17	None.	Iron bound, abandoned.
9	Ouachita...	125	C. S. A.	Also marked Simmons.
10		309	L. M.	
13		42	C. S. A.	Abandoned.
15		5	None.	Scott's plantation.
10	Avenger ...	252	F. P. &	[C. S. A.] Angus Swan's plantation.
13	Avenger ..	144	None. Pos. bend G. G. W.	Mixed lot. G. G. Williams.
14	Avenger ...	8	T. W.	J. B. Bambrick.
11	Kenwood...	180	C. S. A.	[Waco.] E. W. Harris's plantation.
11	Kenwood...	17	C. S. A.	Simmons's plantation.
12		200	C. S. A.	Bartlett's plantation.
12		115	C. S. A.	Swan's
13		344	None.	John Ray & Bro.
15		22	J. T. C.	[C. S. A.] Butler's plantation.
11	Lafayette ..	3	None.	Lenton, Crosby & Slaughter.
11	Lafayette ..	30	None.	D. Brahard.
11	Lafayette ..	43	O. W. S.	Sudeling, Monroe, La.
13	Lafayette ..	1	None.	Columbia, La.
14	Lafayette ..	2	C. S. A.	Mrs. Keenan.
14	Lafayette ..	1	None.	Mrs. Keenan.

Total, 2,725.

JAS. P. FOSTER,
Lt. Com'd'r, Com'd'g 2d District, Miss. River.

Rear-Admiral DAVID D. PORTER,
Com'd'g Miss. Squadron.

74 The depositions and documents read in evidence upon the hearing of said cause, in the words and figures following, to wit:

Deposition of Lt. Com'd'r James P. Foster, in behalf of the United States, taken before George P. Bowen, clerk of the district court of the United States for the southern district of Illinois, at his office, in the city of Springfield, in said district, on the 26th day of November, A. D. 1864.

Int'y 1st. What is your name, age, and occupation?

Ans. James P. Foster; age, thirty-seven years; I am lieut. commander in the United States navy.

Int'y 2d. Were you engaged in the Red River expedition?

Ans. I was.

Int'y 3d. In what branch of the United States service?

Ans. In the naval service.

Int'y 4th. By what branch of the United States service was the Red River expedition conducted? When did it commence? and how far up Red river did said expedition go? What obstructions did it meet from confederate
75 authorities? and in whose military possession was the country before said expedition went up Red river?

Ans. The expedition was conducted by the naval service, on the river; by the army, on the land, both acting together. Said expedition started up the river in the month of March, 1864; the exact date I don't know. I know very little about the Red River expedition. I think it was about the 20th of March. We met obstructions, such as forts, rafts, and guerillas, and it was in the military possession of the rebel government, or, you might say, in the hands of the enemy.

Int'y 5th. Who commanded the expedition on the river?

Ans. Admiral David D. Porter.

Int'y 6th. State what you may know of the seizure of cotton on said expedition.

Ans. On Red river I only know of one case that I was connected with. That was Mrs. Robertson, who lived about two miles back of Pineyville, opposite Alexandria; I only knew of about 130 bales taken from her. Mrs. Robertson was a widow. Some of her cotton was raised two years previous, and some of it was five or six years of age.

Int'y 7th. Were you engaged in the Ouachita expedition? If so,
76 when did said expedition commence? By whom was it conducted? How far up the river did it go? What obstruction or resistance did it meet from the so-called confederate forces or government, and in whose military possession was the country penetrated by said expedition?

Ans. I was engaged in that expedition; it commenced on the 6th of April, 1864. I was the commander of the expedition, and went with a part of my boats as far as Ouachita city. I think it some 200 miles up the river, I am not certain. We met with very little obstruction on the river until we reached Monroe; there my pickets were attacked by the enemy's cavalry; the country where we went was in the military possession of the enemy.

Int'y 8th. What do you know, if anything, of the seizure of a lot of cotton claimed by a man by the name of Le More?

Ans. All the cotton claimed by Le More & Co. was marked "C. S. A.," with very few exceptions. Whilst I was taking on board cotton claimed by this firm, Mr. Le More came to me and represented himself as the agent of the house of Le More & Co. He stated in presence of witnesses that they had received this cotton in exchange for grayback clothing, which they forwarded to Kirby Smith's army. He not only made this statement in the
77 presence of three or four officers, he also gave me an affidavit signed by himself, which affidavit was sent to Admiral Porter. This cotton, marked "C. S. A.," was siezed about one and a half miles below Monroe, on the opposite side of the river, and not as I know on any particular plantation. Mr. Le More stated that when they were burning cotton through that section, their cotton was protected by Kirby Smith's army. This he stated in answer to my question, why the cotton was not burned with the rest. There was 300 and odd bales; it is 309 bales, I think. I speak of all the cotton claimed by that firm, wherever taken. It was taken from different points, and at the Simmons plantation there was 810 bales, I think, captured there.

Int'y 8th. Please examine the paper now handed you, marked Exhibit A, and state what you know about it.

Ans. I took that affidavit and read it to Le More, who said it was correct. He also said that the cotton he paid for in gold was his own cotton, com-

prising a lot of some 200 bales in another lot. Before this talk with Le More, I had seized all the cotton. As we went up the river I seized it as
78 we went; put men in charge of it, and directed men to put it on the boats. A good deal of it I had guards over, although it was not on the boats; Le More saw us taking it on board. When he came down and saw us taking this cotton was when we had this talk, and I took this affidavit shown me, and his affidavit I have spoken of. I think over two-thirds of the cotton claimed by Le More was marked "C. S. A." The conversation which I had with Le More referred to all the cotton claimed by Le More & Co., in all that section of country. This cotton, taken from Simmons's plantation, and the 309 bales, was all taken below Monroe.

Cross-interrogatory by Judge Logan:

Ques. What was the nature of the obstructions you met with below Monroe?

Ans. We met with no military obstructions. They had all been chased away by an expedition commanded by Captain Ramsay; some five weeks before.

Filed Nov. 28, 1864.

GEO. P. BOWEN, *Clerk.*

Exhibit A, referred to in the deposition of Jas. P. Foster.

79 U. S. S. LAFAYETTE, *April 11th*, 1864.

We, the undersigned officers, heard Mr. Jules Le More acknowledge that the cotton taken on board by the U S. S. Ouachita belonged to G. A. Le More & Co, of which firm he acknowledges himself the agent; said cotton was purchased from the confederate government, for which the firm exchanged provisions and clothing. We also heard the same gentleman, Jules Le More, say that this cotton was paid for in gold at twenty cents (20) per lb. The number of bales taken was three hundred and nine (309.)

BYRON WILSON, *Lt. Com'd'r.*
J. S. WATSON, *Act'g Master.*
WM. HARRIS, *Act'g Ensign.*

Subscribed and sworn to before me, this 11th day of April, 1864.

JAS. P. FOSTER,
Lieut. Com'd'r U. S. N., Com'd'g 2d Dist., Miss. River.

Filed Nov. 28, 1864.

GEO. P. BOWEN, *Clerk.*

80 Deposition of Lt. Com'd'r Francis M. Ramsay, in behalf of the United States, taken before Geo. P. Bowen, clerk of the district court of the United States for the southern district of Illinois, at his office in the city of Springfield, in said district, on the 3d day of October, A. D. 1864.

My name is Francis M. Ramsay; I am a lieutenant commander in the navy of the United States; was in command of the United States steamer Choctaw, of the Mississippi squadron, while she was attached to the Red, Black, and Ouachita River expeditions. When we entered on the Ouachita expedition the whole country, from the north of the Black river to Ouachita city, as far as I went, was in possession of the rebels. On arriving at Monroe, by order of Lieutenant commander J. P. Foster commanding Ouachita River expedition, I landed, with 150 armed men, and took possession of the city. I was introduced to a Mr. Ray, whose first name, according to my best recollection and belief, was John, as the mayor of the town of Monroe, and was in-

formed he could give me any formation I desired. I questioned him, but was unable to get a single answer of information. On our way up to Monroe,
81 at a plantation owned by, or called Simmons plantation, we seized, to the best of my recollection, about 700 bales of cotton, each bale of which I examined, and found "C. S. A." plainly marked on each. One of the vessels was fired upon going up to Monroe, between Monroe and Harrisonburg, and another on returning. Between Monroe and Ouachita city I seized about 700 bales of cotton. It was in two lots, one lot being on Swan's plantation, to the best of my recollection; the other, I think, on Bartlett's plantation, all of which was plainly marked, when found, "C. S. A." on each bale. On our way down the river, on a plantation of Ray Bro's, known as Ray's plantation, I seized a quantity of cotton; I don't remember the number of bales, but each bale was marked "C. S. A.," and about 350 bales of cotton in slabs, without any mark whatever upon it. This last, slab cotton, Mr. Ray, who was on the place, whose name, I think, was James L., but am not positive, informed me was the joint property of himself and his brother, John Ray. I seized this latter cotton by order of Lieutenant Commander J. P. Foster, commanding that expedition.

It was between the 5th and 20th days of April, A. D. 1864, these several
82 seizures were made. At Trinity, at the junction of Black river, the Tensas, Ouachita, and Little river the rebels had two forts. At Harrisonburg, on the Ouachita river, they have and had five forts. At Monroe, they had one, and, I think, two forts. About the first of March, 1864, the three guns in the forts at Trinity were captured by me, while in command of an expedition up the Ouachita river, and the day following we had a severe fight with the forces under General Polignac, at Harrisonburg. While the vessels were at Monroe, a skirmish took place between the crew of the United States steamer Ouachita, and the rebels, a few miles above a little town, the name of which I don't now remember. It was the first town above Monroe, I think, on the opposite bank, called Trenton. This place, Monroe, had been the rebels' headquarters, and of the rebel General Lidell.

Cross-interrogatories by Messrs. Hay, Edwards, and Springer:

The cotton spoken of was all sent to Cairo, so far as I know. They were ordered to be sent to Cairo.

Ques. Did the person of whom you speak, on the Ray plantation, as
83 James L. Ray claim the ownership of any other cotton found upon that plantation but the cotton in slabs? and state what he may have said about the ownership of the cotton not in slabs, found on his plantation, and marked "C. S. A."

Ans. He claimed only the cotton in slabs, but said he had not mentioned this other cotton to Captain Foster, as he had hoped to make use of it for his own benefit, or words to that effect.

Re-examined by L. Weldon, esq.:

Ans. I went up Red river as far as Alexandria; the whole country, from the mouth of that river to Alexandria, was in possession of the rebels at the time we entered the river. About 12 miles below fort De Russey the river was obstructed, as we found, by two rows of piles driven across, and logs drifted down against the piles. Fort De Russey, with its guns and part of its garrison, was in possession of our troops when I got there. I also found Alexandria in possession of the naval and military forces of the United States when I reached there. This was about the middle of March, 1864.

The only cotton I seized on this expedition up Red river was 17 bales,
84 in Pineyville, each bale marked "C. S. A.;" also 17 bales, about two

miles from Pineyville, belonging to a Mr. Gray; also 30 bales belonging to Dr. Maddox, about three miles from Alexandria; also 81 bales belonging to a Mrs. H. Robertson, about two miles from the river, back of Pineyville. I understand the H in the name of Mrs. H. Robertson applied to her husband, and not to her name. The whole of the cotton captured on this expedition was ordered to be, and was sent to Cairo, according to my best knowledge and belief.

Filed Oct. 3d, A. D. 1864.

GEO. P. BOWEN, *Clerk.*

Deposition of Maj. Gen. Benjamin F. Butler, in behalf of the United States, taken before Nathan Crosby, judge of the police court of Lowell, Massachusetts, and special commissioner at Lowell, Massachusetts, on the 12th day of September, 1865.

Int'y 1st. When, as one of the military commanders of the federal army, did you take possession, and how long did you continue, at New Orleans?

Answer 1st. From May 1st, 1862, to December 16th, 1862.

85 Int'y 2d. While at New Orleans, did you become acquainted with a man by the name of Jules Le More, a French subject, who claimed to represent the house of G. A. Le More & Co., of Havre, France?

Answer 2d. I did become acquainted with Jules Le More while at New Orleans, La., and who claimed to represent the house of G. A. Le More & Co., of Havre, France.

Int'y 3d. Please state all you may know of anything of the commercial operations of G. A. Le More & Co., either through Jules Le More, as its agent, or any other person. State fully all you may know, if anything, of the house of Le More & Co., trading with the rebels, in furnishing them with supplies for cotton. Give a detailed statement of all your knowledge in reference to said house.

Answer 3d. I was informed through the War and State Departments that certain persons were engaged in supplying the rebel government with clothing. From information I received, I arrested Jules Le More and Alfred Le More, of the firm of Edward Gantherin & Co., of New Orleans, their

86 cashier and book-keeper, and also the officers of the Bank of New Orleans, all of whom were concerned in the transaction. From the books and papers of the firm of Gantherin & Co., and from the confessions of Jules Le More, I learned that that house, through its correspondents at Havre, "G. A. Le More" had purchased a large quantity, some millions of dollars worth of clothing for the confederate army, in Fiviers, and that, through the agency of Jules Le More and Alfred Le More, had caused about one half of the clothing to be delivered at Matamoras, some time in June, 1862, to one Sharkin, the rebel quartermaster and agent for that purpose. That this was paid for by four hundred and five thousand dollars, borrowed of the Bank of New Orleans, by J. D. Bow, produce and cotton agent of the confederate government, on the pledge of cotton which was understood to be stored upon the Mississippi and its tributaries. In the meantime the money was deposited with Count Mejan, French consul, for safe keeping, and after the completion of the transaction, was paid over to Jules Le More in settlement of the account. I therefore imprisoned Jules and Alfred Le More for being concerned, with their correspondents and brothers, G. A. Le More & Co., at Havre, in supplying the rebels with clothing for their

87 army, while they were pretending to be neutral French, subjects, and claiming the protection of the United States as such, and I should have tried Jules and Alfred Le More for their crimes, and, upon conviction, should have hanged them, save that I was relieved from the department before I got through.

I annex hereunto copies of my official report, with the various exhibits, in pages numbered from one to forty-one inclusive, certified by my signature, and which are, to the best of my knowledge and belief, true copies of the original papers, and which originals were the genuine papers which on their face they purport to be.

My official report contains a correct exhibit of the transaction, as far as it came to my knowledge.

Cross-interrogatories in behalf of G. A. Le More & Co.:

Int'y 1st. If you know anything of the firm of G. A. Le More & Co., state where the firm resided, and who composed the firm, also your means of knowledge.

Int'y 2d. Do you know whether Jules Le More was a member of that firm? and your means of knowledge.

88 Answer 1st, and also to 2d. The firm resided, Havre, France, and was composed of Jules Le More and G. A. Le More, and others of whom I have no knowledge. The Le Mores were brothers as well as partners. My means of knowledge were the examination of the transactions of the house, the statements of Jules Le More and Alfred Le More, and of the books of Gantherin & Co., of which Jules and Alfred were partners.

Int'y 3d. Do you know anything of another firm in New Orleans, of which Jules Le More was a partner, and your means of knowledge?

Answer 3d. I knew the firm of Gantherin & Co., of which Jules and Alfred Le More were partners, and my means of knowledge were as before stated.

Int'y 4th. If you know anything of the dealings of Jules Le More in New Orleans, state whether the dealings were for himself individually, or for the firm in New Orleans, of which he was a member, or as agent of the house of G. A. Le More & Co.

Answer 4th. The dealings of Jules Le More were not for himself individually, but for the firm in New Orleans and Havre, of both which he was a partner.

89 Int'y 5th. If any firm of Le Mores & Co. had dealings with the rebels for cotton, or furnished the rebels with supplies for cotton, do you know whether it was the house or firm of G. A. Le More & Co., of France, or some other house or firm, or the firm of which Jules Le More was a partner in New Orleans? and if you say it was the house of G. A. Le More & Co., of France, state what supplies were furnished the rebels by that firm, when they were furnished, and your means of knowledge.

Answer 5th. Both the houses of Le Mores, as well in New Orleans as Havre, were concerned in supplying the rebels with army clothing, of which I have testified in chief. They were furnished in the summer of 1862. My means of knowledge were the confessions of Jules Le More, the statements of his book-keeper under oath, the examination of books and papers, and the account current of the transaction, in which the expenses of Jules Le More to Havre, for two journeys, about the matter, are entered.

Filed Sept. 18th, 1865

GEO. P. BOWEN, *Clerk.*

90 *Official reports and exhibits, referred to in deposition of Benj. F. Butler.*

HEADQUARTERS DEPT. OF THE GULF,
New Orleans, Nov. 13th, 1862.

Hon. E. M. Stanton, Secretary of War.

SIR: I received the communication of the War Department, enclosing a copy of a letter from the State Department, directing my attention to the statement made by Mr. Sanford, our minister resident at Brussels, a copy of which

I enclose for the better understanding of the present communication. nI obedience to its directions, I immediately set about making inquiries, through my secret police, and finding it a matter of very grave import, as affecting the relations of the French consul here, I undertook a personal examination of the subject. The facts, as substantiated by the documentary and other testimony hereto appended, are substantially this: The firm of Edw. Gantherin & Co., composed of Edw. Gantherin and Alfred and Jules Le More, doing business in New Orleans, was also concerned in a house in Havana. S. A. Le More & Co., Jules and Alfred Le More, the part-
91 ners in New Orleans, were also partners in that house. Gantherin & Co. were at first employed in buying tobacco for the French government. Afterwards they were concerned in shipping cotton on joint account.

They represented themselves to be agents of Baron Silliere, the contractor for French army clothing. On the 28th of July, 1861, as will appear from the copy of a contract with the confederate government, herewith enclosed and marked X, the original of which is in my possession, Gantherin & Co. agree to furnish the confederates with a large amount of cloths for uniforms, which are the cloths spoken of in the communication of Mr. Sandford. About the first of April of this year, a cargo of the goods were shipped to Havana, and from thence to Matamoras, under charge of the senior partner of the house, Edw. Gantherin, now in Europe. That cloth was smuggled across to Brownsville and delivered to Capt. Sharkey, Q. M., and agent of the confederate government. The original invoices of this receipt are hereto annexed, marked E and F. Between 14th of April and the 24th of April, the day the fleet passed the forts, Mr. J. D. De Bow, produce loan agent of the Confederate States, made application of the Bank of New Orleans for a loan of
$405,000 in coin, without interest, as will appear by the communica-
92 tion hereto annexed, marked C. This proposition was acceded to by the bank, upon a pledge made by Payne, Huntington & Co., the junior partner of which firm was president of the bank, of cotton to be delivered on the plantations in Louisiana and Mississippi. The contract is hereto annexed marked D. This transaction was not entered into in good faith, as is confessed by the testimony of the acting president, Mr. Davis, taken from his own lips, in short-hand, a copy of which is hereto annexed, marked O. But the transaction was a contrivance by which the specie might be got out of the bank. Specie to this amount was placed in the hands of the French consul, with his full knowledge of the intent of the transaction, and a receipt was given by him to hold it in trust for the bank of New Orleans. At the same time a pretended sale of the remainder of the specie in bank, amounting to $400,000, for sterling, was made by the bank, and that was also placed in the hands of the French consul. These two sums, amounting to $800,000, made substantially the whole specie capital of the bank. This is shown by the confession of the only director of the bank who has not run away
93 into the confederacy—Mr. Harrol. A copy of his is hereto annexed, marked R. Matters stood in this condition at the time the city of New Orleans was taken possession of by us. Upon my assurance to the bank that if they would return their specie they should be protected, the pretended sale for sterling exchange was rescinded, and the French consul sent back the money, and the bank received into its vault $400,000.

In regard to the $405,000, the French consul became uneasy, and moved upon the bank to get at his receipt given to the Bank of New Orleans, and gave a new receipt running directly to Gantherin & Co.

At this point of time I ordered all the specie in the hands of the French consul to be sequestered and held until affairs could be investigated. Reverdy Johnson, commissioner of the State Department, came down here, and,

without investigation, and without knowing anything of the transactions, and without ever inquiring of me about them, made such representations to the Department of State, that I was ordered to release the French consul from his promise not to deliver up any specie he had in his hands, without informing me, which order I obeyed. In the meantime Gantherin &
94 Co. had succeeded in delivering their goods to the confederate agents, and called upon the bank to get their money, which had been deposited in the hands of the French consul. This delivery had not been completed at Brownsville, until the 22d of June, and some time in the last of July, the bank, through its officers, gave up its receipts, which are destroyed, and took a receipt which was dated back to the 16th of April, directly from Gantherin & Co., so that the French consul's name should not appear in the transaction. These facts are established by the testimony of Mr. Belly, the cashier of the bank, which is written out and signed and sworn to by him, a copy of which is annexed and marked O, P.

The money was sent on board the Spanish man-of-war Blasco de Garay, which left this port September last, and has now returned, and has been carried to Havana, and thence shipped to New York. All this has been done with the knowledge and consent of the consul of France. You will see by the letter of Mr. Sanford, the difficulty which the confederates had of getting more goods on account of the non-payment of the first bill. Another
95 cargo is now in Havana, not to be delivered, of course, until the first is paid for. By this wrongful, illegal, and inimical interference of the French consul, aided by the Spanish ship-of-war, the money has gone forward, so that the holders of the goods will be ready to ship the remainder for the benefit of the confederate army. A more flagrant violation of international law and national courtesy on the part of a consular agent, cannot be imagined.

Before I proceeded upon the investigation, not knowing the extent to which the French consul was implicated, I called upon him, and, after showing him a letter received from the commanding general of the army, in which I was directed to cultivate the most friendly relations with him, I read him the letter of our minister at Brussels, and told him I should desire his friendly aid in making the investigation, and then asked him if he knew anything of transaction spoken of in Mr. Sandford's letter, or any money had ever been deposited with him for any such purpose. He, in the most emphatic manner, answered me that he knew nothing of any such transaction. He only knew that there was a French house of the name of Gantherin & Co. in New Orleans, and that no money had ever been deposited with him for any
96 such purpose. I then informed him that it would become my duty to arrest and question Alfred and Jules Le More, the resident partners of the French house.

I did so, and they denied all such transaction, or refused to answer, lest criminate themselves. But in the meantime I had possessed myself of their books and papers, and I found two accounts, translations of which I enclose, marked B, A, which show the whole transaction, and which also show that one Kossuth, a clerk of the French consul, whose name appears in the account, received $528 92 as a fee for keeping the money within the French consulate, and that a douceur was given to Madam Mejan for the purpose of "carrying out the affair well." That a lawyer was paid to deal with the consul in this matter, and these, together with the testimony of the president, director, and cashier of the bank, put the guilt of Count Mejan beyond question. I beg leave to call your attention to this extraordinary amount of expense.

I need not suggest to the department that it is the duty of the government at once and peremptorily to revoke the exequator of Count Mejan. He

has connived at the delivery of army clothing of the confederate army since the occupation of New Orleans by the federal forces. He has taken
97 away gold from the bank, nearly half a million of its specie, to aid the confederates, acts which could not have been done without his aid and that of the Spanish ship-of-war Blasco de Garay.

I leave the consul to the government at Washington. I will take care sufficiently to punish the other alien enemies and domestic traitors concerned in this business, whom I have here. Upon examination of the parties, I found that a box containing all the papers relating to the transaction, which were not kept with the commercial papers of the house of Gantherin & Co., was usually deposited with the French consul. I wrote to him very politely to have it delivered to me for the purpose of justice. I have again written him more peremptorily, and he has refused to do so, still concealing the proof of guilt. If produced I believe it will show him to be one of the five parties concerned in the illegal traffic mentioned in the account of expenses. And, however that may be, he now covers the criminal as he lately concealed the booty, which he, his wife, and his clerk, have so largely shared.

I beg leave here to call the attention of the department to these
98 transactions, as showing that I was clearly right when I ordered the specie deposited in the hands of Count Mejan to be sequestered. His flag has been made to cover all manner of illegal and hostile transactions, and the booty arising therefrom.

I am glad that my action here has been vindicated to the world, and that the government of the United States will be able to demand of the French government a recall of its treacherous and hostile agent.

I have the honor to be, very respectfully, your ob'd't serv't,

(Signed) BENJ. F. BUTLER, *Maj. Gen'l Com'd'g.*

Exhibit.

WAR DEPARTMENT,
Washington City, D. C., Oct. 22d, 1862.

GENERAL: The Secretary of War directs me to transmit to you, for your information, the enclosed copy of a communication this day received from the Secretary of State, covering a copy of a dispatch of the 26th ultimo, from the minister resident at Brussels, in relation to contracts entered into
99 by insurgent agents with manufacturers in Verviers, for supplies of military clothes, and suggesting the probability that the funds to meet said contracts may have formed part of the money sequestered by you.

Very respectfully, your ob't servant,

(Signed) P. H. WATSON, *Ass't Sec'y of War.*

Maj. Gen'l B. F. BUTLER, *Com'd'g, New Orleans, La.*

No. 70.]

SIR: When I was in Verviers a few days since, I was told that the payments for the rebels' contracts for military clothes, of which I wrote you fully in November and December last, (see especially, confidential, 28th Nov., 1861,) and amounting to 1,750,000 francs, had not been made, and that the three months' bills given for the same had been renewed as they fell due. Assurance had, however, now been given that the money for the same had been deposited with the French consul at New Orleans, and would be shortly received.

It would be well, I think, to cause inquiries to be made as to who the depositors of the money sequestered by Gen. Butler were, and for
100 whom it was intended, as I advised you at the time large purchases

of cloth, blankets, shoes, and arms, &c., were made for account of Edw. Gantherin & Co., of New Orleans, for the rebel authorities, whose agents they appeared to be, through their correspondents, G. A. Le More & Co., of Havre, the real purchasers on this side of the Atlantic being, apparently, Baron Silliere, the noted furnisher of military cloths, &c., for the French government.

If any of the names appear in any way connected with these deposits at the French consul's, the presumption would be that they are for the payments by the rebel authorities for military supplies.

I have honor to be, with great respect, your ob't servant,

(Signed) H. G. SANFORD.

Hon. WM. H. SEWARD,
Secretary of State, &c., &c., &c.

X.

VIRGINIA, *to wit:*

I, John Letcher, governor of the State aforesaid, do hereby certify and make known unto all whom it may concern, that James B. M. Smith, whose name is subscribed to the document annexed, is, and was at the time of subscribing the same, major and quartermaster of the Confederate States
101 of America, authorized to make contracts for the purchase of supplies for the army of the Confederate States; that his signature is genuine, and that to his official acts full faith, credit, and authority are due and ought to be given.

In testimony whereof, I have subscribed my name, and caused the great seal of the State to be affixed thereto. Done at the city of Richmond, the thirtieth day of July, in the year of our Lord one thousand eight hundred and sixty-one, and of the commonwealth the eighty-sixth.

(Signed) JOHN LETCHER. [L. S.]

By the governor:
(Signed) GEO. W. MUMFORD,
Sec. of the Commonwealth.

Indorsement:

Vu au consulat de France a Richmond pour legalisation de la signature apposee au bas du recto precedent de M. John Letcher, gouverneur de l'Etat de Virginie.

Richm[illegible] 30 Juillet, 61.

[CONSULAR SEAL.] Le consul de France—

(Signed) ALFRED PAUL.

No. d'ordre, 260; art. 58 du tarif; solvit, 12 f. 50.

R. H. E.

102 [Translation.]

Examined at the consulate of France, at Richmond, for legalization of the signature, affixed at the bottom of the immediate foregoing, of Mr. John Letcher, governor of the State of Virginia.

Richmond, 30th July, 1861.

[CONSULAR SEAL.] The consul of France—

(Signed) ALFRED PAUL.

No. of the order, 260; article 58 of the tariff; solvit, 12 f. 50.

R. H. E.

E.

CONFEDERATE STATES OF AMERICA, Q'RMASTER'S OFFICE,
Richmond, Va., 29th July, 1861.

Ed. Gantherin & Co.:

Your position of supply cloth for the army of the Confederate States is accepted. The quartermaster department agrees to receive and pay for one hundred and seventy-five thousand yards of sample "C," one hundred and fifty thousand yards of sample "D," and fifty thousand yards of sample "B."

103 The color of "B" and "C" to be cadet's gray, and the texture fully equal to the sample; "B" to be six-quarters wide, at two dollars and fifty-five cents a yard; "C" to be six-quarters wide, at one dollar and ninety-seven and a half cts. a yard.

The understanding between yourselves and the department is, that the above must be delivered between the fifteenth of November next and the fifteenth of January, 1862—sooner, if possible; the delivery to be at a port of the confederacy, as near the city of Richmond as possible.

Very respectfully, your obedient servant,

(Signed) JAS. B. M. SMITH,
Major and Q. M.

E.

NEW ORLEANS, 16*th April*, 1862.

J. B. D. De Bow, esq., superintendent produce loan office, C. S. of A., to Ed. Gantherin & Co., Dr.:

E. G. G. "B."	182 bales gray cloth, meas. 54,743⅝ yds., at $2 55..	$139,596 24
E. G. G.	427 bales gray cloth, meas. 134,624¼ yds., at $1 97½.	265,886 84
	609 bales, measuring 189,368⅞ yards.....	405,483 08

Received from the Bank of New Orleans, in payment of the above invoice, the sum of four hundred and five thousand dollars, leaving unpaid a balance of four hundred and eighty-three dollars 8-100.

$405 000.

(Signed) ED. GANTHERIN & CO.

104 F.

Received, Brownsville, June 22d, 1862, in good order and condition, from Chas. Proilland, and for account of Messrs. Ed. Gantherin & Co., of New Orleans—

Mark, E. G. G.—B. Number—182 bales cloth, measuring fifty thousand seven hundred and forty-three ⅝ yds., at two dollars and fifty-five cents a yard.

Mark, E. G. G.—C. Number—427 bales cloth, measuring one hundred thirty-four thousand six hundred and twenty-six ¼ yds., at one dollar and ninety-sevenand a half cents a yard.

W. L. SHARKLEY, *Capt. & A. Q. M.*

I certify the above signature.

P. N. SUCKETT,
Col., Com'd'g Lower Rio Grande.

We hereby declare that the signatures above given are genuine, and that Mr. W. L. Sharkley, above named, is the special agent delegated to receive the above-mentioned goods for account of the contracting parties. We

furthermore hereby bind and obligate ourselves to produce, within reasonable time, a duplicate of the foregoing receipt, duly authenticated by the
105 quartermaster department of the Confederate States of America.

(Signed) ED. GANTHERIN & CO.

G.

NEW ORLEANS, *April 14th*, 1862.

The undersigned having been requested to furnish the quartermaster at this post with the means of settling Ed. Gantherin & Co.'s bill for army supplies, amounting to ($405,000) four hundred and five thousand dollars, desires to borrow that amount from the Bank of New Orleans in coin, without interest, on the credit of the Confederate States, and makes this application for the same.

J. D. B. DE BOW, *Agent Pro. Loan.*

D.

Messrs. Payne, Huntington & Co., holders of a receipt of J. D. B. De Bow, superintending cotton loan, for ($405,000) four hundred and five thousand dollars, payable in coin, agree to receive from J. D. B. De Bow a sufficient quantity of Orleans middling cotton, on the basis of six cents per pound, to absorb the amount; and J. D. B. De Bow, on the part of the Confederate States, agrees to deliver the same, as above, to Messrs. Payne, Hunt-
106 ington & Co., upon the following conditions:

First. To be delivered to them within thirty days, free of all charges, on plantations in this State of Mississippi; the planters to store the same until called for, and then deliver it at his usual shipping periods, in good order and free of charge.

Second. To be protected and guaranteed by the government against damages and destruction by confederate officers or citizens.

Third. The usual custom to be followed in reference to sampling, loading, and weighing; but if Messrs. Payne, Huntington & Co. are not satisfied with same, they have the privilege of calling in their brokers, and if the two do not agree, the latter to have the privilege of calling in a third, and their joint decision shall be final. Entire good crops shall be received; the scale of prices to be fixed on the above basis of six cents for Orleans middling.

It is understood and made a part of this agreement that the cotton which will be accepted to fulfil the contract shall be sampled, weighed, and classed by the cotton brokers already elected by the parties, and recevied by Mr. De Bow and delivered to Messrs. Payne, Huntington & Co. upon his
107 classification, according to the scale also agreed upon and in possession of the contracting parties.

New Orleans, April 17th, 1862.

(Signed) WM. H. DEMERON,
Prest. pro tem. R. R., New Orleans.

(Signed) PAYNE, HUNTINGTON & CO.
J. D. B. DE BOW,
Agt. Pro. Loan, C. S. of A.

HEADQ'RS. DEPT. OF THE GULF,
New Orleans, Nov. 13th, 1862.

Memorandum of an examination of Mr. Belly, cashier, and of Mr. Davis, president of the Bank of New Orleans, before the commanding general, this day.

Mortimer Belly, cashier, says: I was cashier of the Bank of New Orleans, and have been about five years. This transaction of loaning money to the

confederate government was about the 13th of April. The first I knew of it, the paper marked C. and B. F. B. came to the bank, about April 16th, the day of its date, and to that I wrote an answer, which is in the minutes of the bank, by order of the board of directors, when there was a contract made between the bank and J. D. B. De Bow; this is the contract
108 marked D and B. F. B. Next I was instructed by Wm. A. Dameron, then president of the bank, of the house of Payne, Huntington & Co., to take $405,000 to the French consulate, and took a receipt substantially as follows:

Received of the Bank of New Orleans $405,000 in gold, to be delivered to E. Gantherin & Co., for the payment of an invoice of cloth; said coin to be delivered, on the production of certain receipts, by a special agent sent by Major Winnermore, A. Q. M.

This is the substance of it, as nearly as I can remember. The receipt was signed by French consul; I can't say how much he knew about the transaction; he must have known about it from the receipt. Matters went on for two months, and, finally, the French consul felt uneasy about it, and was anxious to get the gold away, and the receipts were exchanged—the one above for a new one.

The house, or the consul, asked for the exchange. Mr. Menard had charge of the transaction. This receipt, marked E and B. F. B., was given me for the old one described above, and afterwards another receipt was given also.

109 That is the paper marked F and B. F. B., which was receipted in July upon the final settlement. No entry was made on the books, upon the final settlement, when the gold left the French consul.

This $405,000 was borne on the books as a loan to the confederate government, and so appears now. Mr. Menard was the principal man in the business. I took the oath of allegiance Sept. 20th. I can't say why I think it was in July that the money was paid over; I have no date by which I can say whether it was more or less than sixty days ago. De Bow's name didn't figure at all in the receipts. I know that the French consul wanted to get the gold in the name of Frenchman.

Mr. Davis, president of the board, said he saw the papers E and F in July. These papers were delivered in July, when the transaction was completed. I did not know that the intervening receipt was destroyed. I suppose the exchange was needed to alter the responsibility of the deposits. The original receipt was in the name of the bank. The money was held in trust for the bank. The money was transferred to Gantherin & Co.;
110 that is, the receipts were charged to their name. The bank had a contract to loan so much money or cotton to the confederate government.

Ques. Why was it deposited in the name of the bank?

Ans. The idea was to move the coin. Most of the banks here sent their money into the Confederate States. The idea of the directors was to move the coin out of the bank and put it where they thought it would be safe. There was nearly $800,000 sent, as I understood, to the French consulate.

So far as this $405,000 was concerned, I could not control it. Mr. Gantherin or his partners came several times about it. The French consul held the money for Gantherin & Co. when certain conditions were fulfilled.

Q. Did the consul object to returning the money?

A. To my knowledge I can't say that any positive demand was made to him. I don't know that he objected; never heard it said that he did in our bank.

Q. You say that you were controlled, overruled in this matter, now
111 who controlled you?

A. The directors. My own sense of justice to the stockholders was to have the money returned, or rather never to let it go. I am of rather a yielding temper, and I yielded to the transaction as I found it, and let it go. Nobody controlled me positively. In the completion of the transaction I was there, and acted with the rest. I was forced by the transactions by which I was surrounded.

The $400,000 was returned; $80,000 was sold to relieve the necessities of the bank.

That I opposed. I don't know who it was sold to. It was sold at 26 or 28 per cent. premium. Our circulation has been reduced by that amount.

This $405,000 transaction was closed up in July. I am sure it was in July, from the length of time that has passed. Mr. Menard was one of the directors, and he went with the papers, and knowing these gentlemen, and knowing Mr. Du Parseur, Menard was really acting president of the bank at the time; there was no vote of the directors of the bank on the subject. Mr. Harroll, Mr. Menard, Mr. Moulton were present, and I believe no other director when the transaction was completed.

(Signed.)

WM. L. G. GREENE, *A. D. C.*

112 *Exhibit R.*

HEADQR'S DEP'T OF THE GULF,
New Orleans, Nov. 13th, 1862.

Memorandum of the statement of Berry F. Harroll before the commanding general this day.

I was director in the Bank of New Orleans in April last. I am the only director now here that was present when the loan of $400,000 was made to the confederate government. I don't know where the money was deposited, or what was done with it. Receipt was to be given the bank upon certain goods being landed at Matamoras. The matter was never brought up in our board after you came here. I am sure of that. The cash capital of the bank was sold for sterling. There was between $300,000 and $400,000 which was put under the protection of a foreign flag. I never inquired or asked where the $400,000 went. That which was sold for sterling was under the control of the French consul. That came back when your order was issued. I never knew that the $400,000 was there. That matter was a contract completed. The receipts were given when the goods were delivered. That was since you came here, I have no doubt. When
113 the receipts were given up, I assented to the money being paid, of course.

Exhibit P.—Copy.

HEADQUART'S DEP'T OF THE GULF,
New Orleans, Nov. 14th, 1862.

Memorandum of a statement made by Mortimer Belly, cashier of the Bank of New Orleans, this day, before Maj. Gen'l Butler, in explanation of his statement made yesterday.

The first receipt was in substance as described by me yesterday. The French consul wishing to get the gold into the name of a French citizen, that receipt was given up and a new one made, running directly to Gantherin & Co.

At the time the bank gave up its claim on the gold, and the settlement was made, the second receipt was given up and a new receipt upon the invoice was given, dated back to April 16th; at the same time the original invoice,

signed by Cap't Sharkey, the agent of the Confederate States, showing the delivery of the goods on the 22d of June, was produced, and a copy of it is annexed to this statement.

M. BELLY.

114 NEW ORLEANS, LA, *Nov 14th*, 1862.

Personally appeared the above-named Mortimer Belly, and made oath to the statement above written.

(Signed.) WM. L. G. GREENE,
Judge Provost Court.

Account of charges and expenses of the operations in cloths by Ed. Gantherin & Co., New Orleans—bill August 31, 1862.

1861.		
June 29.	By payment to E. Gantherin and Jules Le More to go to Richmond	$481 00
July 20.	By remittance to them at Richmond	450 00
	By remittance to French consul at Richmond, loan	50 00
1862.		
March 1.	By expenses of E. Gantherin and Jules Le More, for passage from New Orleans to New York and Havre	700 00
May 27.	By voyage of Charles Proilland to Richmond and back	543 00
	By voyage of Montardier to Richmond, 5 weeks	475 00
	By expenses of L. Grotares in Antwerp	9 98
	By consul's fees and certificates	36 20
August 10.	By present to M'me Mejan to close the affair well	153 00
	By Colonel Le Mat, as a bribe for the affair to start	2,500 00
	By V. Pretat, for the bill of Alexander, according to agreement of the 5 interested parties	5,000 00
	By Kossuth, one-eighth per cent. of $405,000 deposit in consulate	528 25
115	By payment to Feulle for getting the receipt	500 00
	By Hobart, lawyer, for proceedings with authorities and consul	500 00
August 31.	By Charles Proilland, expenses to Matamoras	3,790 00
	By Jules Le More, expenses from Jan'y 7 to Sept. 1st, 1862	1,069 71
	By payment of cabs and transports, 9 boxes gold	60 00
	By expenses of telegraph and postage	150 00
	By fire insurance, gold, in consulate, 6 months, one-half per cent. on $405,000	2,025 00
	By river insurance on Blasco de Garay, one-eighth per cent. on $250,000	312 50
	By marine insurance from here to New York on specie	583 26
	By E. Gantherin, expenses paid in sum, $4,058 50	
	By Ferran & Dupierrio, Havana, as a memorandum $1,846 75	
	Total	19,939 40

New Orleans, August 31, 1862.

[Exhibit A, B. F. B.—Translation.]

116 *Account of charges and expenses of the operation in cloths by Ed. Gantherin & Co., of New Orleans—bill August* 31, 1862.

1862.		
June 29.	Paid to E. Gantherin and Jules Le More to go to Richmond	$481 00
July 20.	Sent to them to Richmond this day	450 00
August 12.	Sent to French consul at Richmond, amount of loan	50 00
	Amount of expenses by E. Gantherin and Jules Le More, for voyage from New Orleans to New York and Havre	700 00
1862.		
March 1.	Voyage of Charles Proilland to Richmond and back	543 00
May 27.	Voyage of Montardier to Richmond and back, 5 weeks	475 50
	Expenses of L. Grotares, Antwerp, f. c. s., 49,89	9 98
	Consular charges for deposits and certificates	36 20
	Presents to Mad. Mejan, to bring the affair to a good end	153 00
	Paid Kossuth one-eighth per cent. on $405,000, deposit charges	520 25
	Paid to Feuille for procuring the receipt	500 00
August 31.	Paid Robert, lawyer, fees for proceedings near the authorities and the consul	500 00
	Paid Charles Proilland bill of expenses to Matamoras	3,790 00
117	Paid Jules Le More bill of expenses from January 1st to September 1st, 1862, $1,589 71, less $500 per Moralles	1,089 71
	Paid Ed. Gantherin, expenses accounted for in $4,058 50 paid him by Farran & Dupierrio, in Havana, accounted for in advances as memorandum, $1,846 75	
	Paid for cabs and transport of 9 boxes gold	60 00
	Paid telegraph and postages	150 00
	Paid fire insurance on gold in the consulate, 6 months, one-half per cent. of $405,000	2,025 00
	Paid river insurance on Blaco de Garay, one-eighth per cent. on $250,000	313 50
	Paid marine insurance from here to New York on gold, according to account	585 26
	Total	12,431 40

New Orleans, August 31, 1862.

HEADQUARTERS DEPT. OF THE GULF,
New Orleans, Nov. 13th, 1862.

Memorandum of the statement of Etienne Nicholas Montardier, before Major General Butler, this day.

I am book-keeper in the house of Ed. Gantherin & Co., 28 Carondelet st., and have been so employed over four years. The partners are Edward Gantherin, Alfred and Jules Le More; Alfred is the oldest of the two. When I was first with them, they used to buy tobacco for the contractor of
118 the French government; they had been doing so two years. Since then they have been shipping cotton to Europe, for joint account with other persons. They were also engaged in the tobacco business at the same time. They had no other regular business. Their correspondents at Havre were J. K. Lenore & Co., Lenore Brothers, but I believe J. K. Lenore is alone in that firm.

I know something of the house being engaged in trade in military clothing. It was an outside transaction, in which the three partners and two other persons were engaged. Nothing of it appears on the books. Col. Le Mat I have not seen for some time, and don't know whether he is here or in Europe. The other man concerned is Jules Des Martines; I don't believe that Mr. Pretat had any contract with the confederate government. He was in Richmond and acted as the friend of Gantherin and the partners; I was

sent to Richmond about four or five days before the federals came to New Orleans. I got back there May 27. Gantherin & Co., and the partners, undertook to sell cloth to the confederate government for a certain price. There was something like 500 or 600 bales. There were two lots, one amounted to $405,000, the other lot has never been delivered; it is
119 or was in Havana. It was consigned to Farran y Dupierrio, I believe. The first lot was delivered a little before I started for Richmond. Mr. Gantherin was at Havana with the vessel about two or three weeks before April 23, and then went back to Havana with the cloth. Afterwards he went to Matamoras again, and the cloth was shipped in small vessels. I know the cloth was shipped, because I got a receipt from some confederate officers for it. I don't know where the receipt is; Mr. Lenore used to keep all these things to himself, sometimes in the private safe, sometimes in a box. The box was kept at the French consulate. He used to send for that four or five times a week. They got the money two months and six weeks ago. They got it of the French consul. It was deposited there by a communication of the confederate government. I believe the money was got by some agreement with one of the banks of New Orleans. It was in gold. The money was loaned by the Bank of New Orleans to the commission, and was deposited in the hands of the French consul, about fifteen days before the federal fleet arrived here. I did not meet Count Meyan in Richmond; I do not know of any money being paid the count, none to himself. There was some
120 $400 or $500 paid for keeping the box. I know that that there was money paid to Kossuth, a clerk of the French consul, for keeping the money. There is, in the account you see, something charged for a present to Madame Meyan; it was really only thirteen dollars. That charge of one hundred and fifty-three dollars charged for it, is a forced account to show to somebody. There was no intention to bribe the count. Alfred Lenore said he didn't know why he should not charge it to the firm instead of paying it himself. I saw the Count Meyan since 12 o'clock yesterday; I had no conversation with him on the subject; it is charged $153. There is a book where the real account is entered. I made these accounts, two accounts, marked A—B. F. B. and B—B. F. B. This false entry was made to show Baron Sellicre, whose agent they were. The last time we settled the whole affair, we made an entry on the books. We made only a whole entry at last, not as the affair goes on. These two accounts, marked A and B, were made out by Alfred Lenore, and copied by the young man under the direction of A. Lenore and myself, and copies were given to the
121 other partners. Robert, the lawyer, has an office in Commercial Place; he is now in Havana.

The Count Meyan must have known about the transaction. I have never heard him talk about it, but he must have known something about it. He knew from whence he received the money. It was deposited in the name of DeBow; at any rate it was Mr. DeBow that paid for this; but I don't know much about this business; they kept it to themselves, and I only know what they could not help letting me know.

Question. What did you say to the French consul yesterday?

Ans. I had something to do about my papers—my certificate—as I knew Mr. Lenore had been taken away. I asked if I would be well protected by my papers; he told me that I was all right, that I was a French subject.

Question. Was not something said about this transaction between you and somebody in the consulate yesterday?

Ans. No, sir; yesterday I saw Kossuth; he told me about this, that Mr. Lenore had been taken up.

122 Question. Was not something said about Mr. Meyan and the present?

Ans. No, sir; I said to Kossuth, It is put down in the account that you have received $400 or $500; that was all that was said.

Question. Did you say anything to Meyan about it?

Ans. No, sir.

Question. When did you meet Kossuth?

Ans. In the morning, at his house I said to him, Mr. Kossuth, you must remember that the account has been made, and that you are put down for 500 and some dollars. He said it was all right. $405,000 was paid into the French consulate for the lot. Nothing was paid in for the second lot, as it never was delivered. I have been in this country since March, 1849. I came to New Orleans in March, 1851. We borrowed some money, $50, of the French consul in Richmond.

(Signed) WM. L. G. GREENE, *A. D. C.*

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, November 12, 1862.

123 Memorandum of a conversation this day between the commanding general and Alfred and Jules Le More, of the firm of Ed. Gantherin and Company of New Orleans.

Alfred Le More being examined apart, the following conversation took place:

General Butler. You are of the firm of Gantherin & Co.?

Ans. Yes, sir.

Question. G. Le More & Co., of Havre, are your correspondents?

Ans. And brothers, also.

Ques. At some time were you in treaty purchasing a large quantity of goods at Verviers?

Ans. I wish to ask one question; do we appear here as accused?

The general. You are, through the Secretary of State of the United States, of having been engaged in this traffic with the confederates.

Le More. Then I have nothing to answer.

The general. You may answer or go to prison Afterwards the following question was put:

Ques. The question I put to you is this; have you been engaged in purchasing cloths or clothing at Verviers, through your agents, for the supply of the rebel army? Now you may answer or not, just as you please.

124 Ans. I have not, myself.

Ques. Have you been engaged in any way, directly, in any form, in buying any clothing in Verviers for which drafts are now due and out?

Ans. I don't want to answer that question.

The party protested that he did not hold himself bound to answer to the extent of criminating himself.

Sent to Fort Pickens until further orders.

Jules Le More, called.

Ques. You are of the firm of Ed. Gantherin & Co., doing business in New Orleans?

Ans. Yes, sir.

Ques. G. L. Le More are your correspondents at Havre?

Ans.

Ques. Has your house been directly or indirectly engaged in buying goods at Verviers, in Belgium? Have you been concerned, or your house, in buying goods there?

Ans. No, sir.

Ques. Has your house been so engaged?

Ans. I don't know anything about it, as I have not been here for fifteen months. I came here in the Cardenas, two months since. I had
125 been in Havana twelve months.

Ques. Has any clothing been shipped to you from Europe?

Ans. I don't know anything about it.

Ques. Have any goods been shipped by you from New York to Havana?

Ans. I cannot answer that question.

Ordered to be confined in Fort Jackson.

(Signed) WM. L. G. GREENE, *Lieut. and A. D. C.*

Exhibit.

HEADQUARTERS DEPT. OF THE GULF,
New Orleans, Nov. 13th, 1862.

Major General Butler's compliments to Count Meyan, and he is informed by a witness under examination that Mr. Alfred Lemore's box of papers, which implicates him in fraud upon the government, is in your possession. You will be kind enough to forward it by the bearer, Major Clemence.

Respectfully,

B. F. BUTLER, *Maj. Gen., Com'd'g.*

Exhibit.—Translation.

NEW ORLEANS, *Nov. 13th*, 1862.

Count Meyan, consul of France, presents his compliments to Gen'l
126 Butler, and must declare to him that he has no box with papers belonging to Mr. Alfred Lemore in his possession. The consul of France in the same time takes the liberty to observe to Gen'l Butler, that in the case he should have such papers in his possession, it would be impossible for him to give them up without the formal consent and presence of the parties interested.

With respect,

(Signed) The consul of France—
COUNT MEYAN.

Exhibit.—Copy.

HEADQUARTERS, DEPT. OF THE GULF,
New Orleans, Nov. 13th, 1862

Count Meyan.

SIR: Alfred Le More states that his box is in your possession. Will you, or will you not, give it up? Will you state to me that it was not in your possession since yesterday morning?

By command of Maj. Gen'l Butler.

(Signed) H. C. CLARK, *Lieut. and A. D. C.*

Exhibit.—Translation.

CONSULATE OF FRANCE,
New Orleans, Nov. 13th, 1862.

127 Maj. Gen'l Butler, Com'd'g Army of the Gulf.

SIR: I received this evening your letter, through which your aide-de-camp, Lt. H. C. Clark, demands, by your order, if I will, "yes or no," give up a certain box belonging to Mr. Alfred Lemore. I had already the honor to inform you that the said box was not in my possession, and I have nothing to add to this declaration.

With respect,

(Signed) COUNT MEYAN.

Exhibit.

HEADQUARTERS, DEPT. OF THE GULF,
New Orleans, Nov. 14th, 1862.

SIR: Maj. General Butler desires to know if you will return a direct answer to his question: "Whether the box of papers belonging to the criminal, Lemore, has been in your possession since the arrest of the criminal or not?"

Respectfully,
(Signed) BENJ. F. BUTLER, *Maj. Gen'l Com'd'g.*

COUNT MEYAN, *Consul of France.*

128 [Translation.]

CONSULATE OF FRANCE,
New Orleans, Nov. 14, 1862

Major General Butler, Com'd'g Army of the Gulf.

SIR: The box which you have demanded of me as belonging to Mr. Alfred Lemore, is no longer in my possession, as I have had the honor to state to you. It was taken from the consulate the 12th, in the morning. I have not been informed of the hour of the arrest of these gentlemen, and cannot, therefore, know whether it was withdrawn prior to or after the arrest.

With respect,

COUNT MEYAN.

HEADQUARTERS DEPT. OF THE GULF,
New Orleans, Nov. 18th, 1862.

ADMIRAL: You were quite correct in your understanding of the conversation upon the subject of the disposition made of Alfred and Jules Lemore, with which you did me the honor to favor me. I have at present detained them for trial, which I propose shall take place immediately after the affair upon the Conlon plantation can be investigated, which you desired should have preference, as soon as the case now before the military commission is finished. In the meantime I have ordered
129 Jules Le More to Fort Jackson, for safe-keeping, till further orders, and as I do not think the United States is bound to feed and clothe anybody without an equivalent, I have directed him to be put at work.

The case of Alfred Le More stands differently, in this, that he treated my authority with contempt, refused to answer all proper questions put to him in regard to the matter of the bank, and contumaciously, contemptuously, and utterly refused to produce certain papers which were within his control, necessary to my investigation of the affairs of the Bank of New Orleans.

For this contempt of all authority on the part of a confessed criminal, I directed that until Le More would produce the papers, he should be confined closely, and as we are quite unprepared at Fort Pickens for means of certain confinement, I added the ball and chain.

This portion of his confinement, Le More can at any time alleviate by producing the papers as required. He intimated, in the presence of the directors of the bank, that those papers were on board of your ship, the Catinet, an idea that I at once repelled, as it was not possible that
130 a French ship-of-war could be the willing custodian of the evidence of guilt of any person.

The form of the order of confinement of the Le Mores, till "further orders," will show you that the imprisonment is merely provisional. I cannot look upon the crime of the Le Mores in the light you seem to do.

While living in this city in June last, under the protection of the United

States, they were engaged in delivering clothing to the rebel army to the amount of more than two millions of francs.

Whatever may be said of the transaction of those of war to the rebels, there can be no doubt of the heinousness of the crime of those foreigners who, living here, aid the rebellion. The native rebel has the palliation that his association, his training, education, his sympathies, and, perhaps, almost necessities, have led him into acts of treason. Not so the alien of rebellion. He has been warned of the heinousness of his offence against sovereign proclamations. He has no ties or associations; he has no States' rights doctrines, imbibed from childhood teachings, to mislead him; he has no
131 country here to save, or Union. He is merely the voluntary guest of a nation which protects him, and grants him more commercial advantages than he believes his own country affords him; and this nation he aids to destroy. His acts, if done by a citizen, are treason. His has all the moral guilt of treason; he breaks the laws of hospitality of the country whose subject he is, and the laws of the country whose protection and home he enjoys. His only excuse is greed of gain—to love of the "thirty pieces of silver" which Judas got for betraying his master, from the same motives.

You may be sure, admiral, that the imprisonment of the Le Mores is not definite punishment, for if the military tribunal, before whom these men shall be brought, take the same view of the heinousness of their crime that I do, and if the proof is undoubted, their punishment is likely to be much more suited to the depth of their guilt.

While, however, I claim, and in a proper case should exercise, the right and power to try, adjudge, and, if guilty, to sentence these men, myself, as the highest authority here, I repeat, that, at the possible moment, these men shall be tried, by an impartial commission of officers of rank, appointed before they were arrested.

132 Meantime I claim the right to protect myself and my government from the contumacious acts of those who are engaged in an attempt to overthrow it, whether alien or native born.

I have the honor to assure you, admiral, of my most sincere respect and personal esteem.

(Signed) BENJ. F. BUTLER, *Major Gen'l, Com'd'g.*

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of John Ray, in behalf of the United States, taken before Geo. P. Bowen, United States commissioner, at his office in the city of Springfield, Illinois, on the 19th day of June, A. D. 1865.

Int'y 1st. What is your name, age, residence, and occupation?

Ans. My name is John Ray; I am 49 years of age next October; I reside in parish of Ouachita, town of Monroe, and State of Louisiana; I am, and have been for about twenty-six years, a duly licensed and practicing attorney and counsellor at law, practicing at the town of Monroe, and adjacent vicinity, and resident of said town of Monroe over twenty-nine years.

133 Int'y 2d. State the character of your personal intercourse with Doct. John T. Simmons, and your professional relations to his business as the owner in part of and manager of a cotton plantation on the Ouachita river, during the five years preceding June, A. D. 1864.

Ans. I have been well and intimately acquainted with Doct. John T. Simmons full fifteen years, and have been, as I believe, his attorney in all his litigation during all that period, and in regard to the plantation of Tatum and Simmons referred to in the interrogatory, and have been, from the purchase of that plantation to the present time. I have been employed by Simmons whenever legal counsel was necessary, and have been so consulted by

him in reference to all such matters, and conducted all his litigations; and this relation has existed closely during all the five years mentioned in the interrogatory. I am a retained attorney in all his litigation and legal business. We are near neighbors, and I have been constantly in the habit of seeing him very frequently. His plantation lies between my residence and my own plantation, so I frequently pass it.

134 Int'y 3d. State whether, in consequence of this relation to Simmons and his business as a planter, you were familiar, during the time spoken of in your last answer, with his transactions for the supply of the necessaries for the working of his plantation and the disposal of its products.

Ans. I think I was, and was being habitually consulted by him about these matters.

Int'y 4th. Did you at any time prior to the year 1864 hear the said Simmons say anything or give in any manner any information touching any sale of a certain quantity of cotton, 800 bales and upwards, or any cotton whatever, in the course of the year 1862, or at any other time previous to 1864, to one P. Garcia, or any other person acting as the agent of said Garcia, or in his behalf?

Ans. I did not.

Int'y 5th. When, as nearly as you can remember, did you, if at any time, first hear the said Simmons mention, or make in any way allusion to, the name of said Garcia?

Ans. I do not recollect to have ever heard him use Garcia's name, or make any allusion to any transaction with said Garcia.

135 Int'y 6th. If at any time you participated as attorney and advising counsel in any contract, process, or partition, or other transaction involving the title to some 800 or more bales of cotton, then stored on the plantation of said Simmons, then please state the general nature of such transaction, when it occurred, and what participation you had in it.

Answer. On the 25th day of December, A. D. 1862, I, as attorney for John T. Simmons, and J. T. Sudeling, attorney for the heirs of Tatum, met on the plantation belonging to the said Simmons and the said heirs of said Tatum, for the purpose of agreeing upon terms of partition between the said parties, owners of said plantation and other property. The property to be partitioned was land, negroes, about eleven hundred bales of cotton, and some other personal property. The parties then agreed that instead of a partition, that Simmons should take the entire property, land, negroes, cotton, and other personal property, by the paying the heirs of Tatum $50,000, and assuming the payment of all the debts of the late firm of Tatum & Simmons, which amounted to about $200,000, which debt was principally due to Benjamin Ballard, from whom said Tatum & Simmons purchased said

136 plantation, and the balance for supplies furnished, and for carrying on said plantation. The $50,000 was to be paid in confederate bonds, or confederate treasury notes, both then having considerable money value. It was agreed between the parties that this $50,000 should be raised by a sale of so much of the cotton stored on the plantation, as was necessary to raise the amount, to the cotton purchasing agent for the confederate States. One C. G. Young was sub-agent under the general agent of said government, Andrew McKee; and between 900 and 1,000 bales of the cotton then on said plantation was sold to said Young as such agent, who paid over for the same the sum of $50,000 in confederate treasury notes or bonds, and a memorandum in writing of such sale was made.

Due legal proceedings were then taken by the attorneys for both of the said parties to divest the interest of said Tatum heirs in and to all of said property mentioned, and to vest the title of all the same in Doct. John T. Simmons, and a deed was ultimately made to Simmons, investing him with

the complete title to all of said property, real and personal, and the $50,000 in confederate treasury notes or bonds was by me, for said Simmons,
137 paid over to the attorney for said Tatum heirs. This, I think, was not fully perfected and completed until about the month of May or June, 1863, when it was fully consummated, this delay being necessary to complete the legal proceedings subsequent to the sale. The sale and delivery of the cotton was completed in December, 1862, or in January, 1863.

Int'g. 7th. Did or not this sale and delivery of the said cotton to the confederate agent, and the subsequent legal proceedings referred to, all proceed upon the open assumption and express understanding on the part of Simmons and the other parties thereto, that the said cotton was at that time an unsold and unincumbered portion of the said estate of Simmons and the Tatum heirs?

(Objected to by Wm. M. Springer, esq., proctor for G. A. Le More & Co.)

Ans. They did proceed upon the open assumption and express understanding on the part of Simmons and the other parties thereto, that the title of said cotton was in said Simmons and said Tatum heirs, and I heard of
138 no claimant for any cotton, except of one hundred bales sold Warneken, Kirchoff & Co., of New Orleans, and that was no part of this cotton mentioned as sold to said Confederate State agent, there being then on said plantation about 1,100 bales of cotton.

Int'y 8th. State what you may know of Leon Queyrouze, and especially if you know anything of him as the agent of Garcia, aforesaid.

Ans. I have known Mr. Queyrouze for some 10 years past. He was a grocer and wine merchant in New Orleans, and before the war I was in the habit of purchasing goods of him. Since the war, and in the spring of 1864, he spent some time in the town of Monroe.

I think he and Mr. Jules Le More were there at the same time, but am not positive. I neither knew or heard of his being agent of or for Garcia. I had very little conversation with Mr. Queyrouze about his business when he was at Monroe, and I have not seen him since.

Int'y 9th. Please state the opportunity you had to know, and and all you did know at the time, of any sale or transfer of the cotton in question,
139 in the winter or spring of 1864, by the said Simmons or Queyrouze, or with the assent of both or either, or by any other person, of this cotton in question, to Mr. Jules Le More, for himself or for other account.

Ans. I don't know of any sale of this cotton by Simmons or Queyrouze to Mr. Jules Le More, or the house of Le More & Co.; all I know about it is this: when the cotton was being removed from the house where it was stored, on to the bank of the river for shipment, I, in going to my plantation, passed the place where they were depositing it on the river bank. It was being moved by teams belonging to Doct. Simmons, and a man named Weintzel. Mr. Jules Le More was there, seeming to superintend the disposal of the cotton. In conversation with Simmons and Weintzel that day, they told me that Jules Le More hired them to draw the cotton, and paid $1 per bale in greenbacks for hauling the cotton. I heard nothing said about any sale of the cotton. This was two days previous to the federal fleet coming up to Monroe.

Int'y 10. Did you hear of any sale by Simmons of any part of this cotton in the year of 1862, previous to the sale referred to in your former
140 answer, and which took place December, 1862, to the confederate agent, and in which you participated?

Ans. I did not.

Int'y 11. Please to state what dealing or transactions, if any, you know the said J. T. Simmons to have had with the rebel authorities, civil or military, or their agents, during the years 1861, 1862, 1863, and up to June, 1864.

Ans. I cannot recollect certainly whether, in 1861, he had any business contract with the confederate authorities, but after that time, and up to the spring of 1865, he was a contractor with the confederate authorities for the purposes of hauling, and general purposes of transportation. He had about a dozen teams engaged. He was also distilling whiskey under a like contract, and has been so operating for the last two years. I acquired this information about the transportation, from seeing Simmons's teams engaged, and what Simmons told me. As to the distillery, I have seen his contract with the confederate government, and Simmons also told me, and, although I was never in the still-house, it has been pointed out to me. Mr. Simmons was a very violent secessionist; always has been one of the most noted in that country.

141 Cross-examined by Wm. Springer, esq., for G. A. Le More & Co.:

Ques. 1. Do you know whether A. W. McKee, the cotton agent of the confederacy, ever sold or transferred this cotton to Messrs. Withenbury & Doyle, or whether Simmons ever informed you of any such sale?

Ans. I do not know; and Mr. Simmons never gave me any information on that subject.

Ques. 2. What do you know of Mr. Simmons's financial condition, and has he, or not, handled considerable sums of money during the rebellion?

Ans. Doct. Simmons handles a good deal of money, and has during the rebellion. He rather keeps it to trade with, than to pay his debts with. I have seen him have $15,000 or $20,000 at a time.

Filed June 19, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Jules Le More, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public and special commissioner, at his office
142 in the city of New Orleans, Louisiana, on the 28th day of November, A. D. 1864.

Interrogatory first. State your age, residence, and occupation.

To the first interrogatory he answers and says: My name is Jules Le More; my age is thirty-five years; my residence is temporarily in New Orleans; my occupation, a commission merchant.

Interrogatory second. Have you ever purchased any cotton, as agent, for the firm of G. A. Le More & Co., of Havre, France? If so, state when, where, and how much.

To the second interrogatory he answers and says: I have purchased a certain quantity of cotton for said firm, as their agent, on or about February last, twenty-two miles below Monroe, on the Ouachita river, on Simmons's plantation. The cotton so purchased by me was about eight hundred and thirty bales.

Interrogatory third. From whom did you purchase said cotton, and how much did you pay for it, and what kind of funds?

To the third interrogatory he answers and says: I bought said cotton from Mr. J. Garcia, and I paid it at the rate of one hundred and sixty dollars per bale, in United States treasury notes, as per copy annexed of its original invoice, marked A.

Interrogatory fourth. Did the person from whom you purchased, deliver the cotton to you? and if so, state the circumstances of the de-
143 livery.

To the fourth interrogatory he answers and says: No; said cotton was delivered to me by its owner's agent, W. L. Queyrouse, who came from Mexico with me for that purpose, and with whom conversation had taken place on the subject, and who came with me to Simmons's place to conclude the bargain.

Interrogatory fifth. What means, if any, did you use to ascertain who was the owner of the cotton?

To the fifth interrogatory he answers and says: By satisfactory information obtained by me on that subject, on the plantation, and at the cotton bureau at Shreveport, besides the well-known respectability of Mr. Queyrouse.

Interrogatory sixth. How was the cotton marked that you bought, and where was it at the time it was delivered to you?

To the sixth interrogatory he answers and says: The cotton was marked as follows: One hundred and seventy bales marked Simmons, and six hundred and sixty marked Tatum & Simmons. Seeing a number of bales marked C. S. A., I asked for explanation from Mr. Queyrouse, who answered that only the bales of the first rank were so marked, and that it had been done to save them from destruction by confederate soldiers, leaving them so under the impression that it was the
144 property of the confederate government, and he added that it had been often done on several plantations, and I subsequently ascertained that this was true. The cotton, when delivered to me, was about three miles and a half from the plantation, in a place called old plantation, and was stored in the old negro quarters.

Interrogatory seventh. On whose plantation was said cotton, and was the owner of said plantation present at the time of said delivery, and did he consent to the delivery of said cotton, or make any objection to the same?

To the seventh interrogatory he answers and says: On Simmons's plantation, about twenty-two miles from Monroe. Yes, he was present in person; he made no objection to the delivery of said cotton, and, on the contrary, offered me his services for anything relative thereto.

Interrogatory eighth. Was the cotton weighed and examined at the time of delivery?

To the eighth interrogatory he answers and says: Yes; I had examined it, and I caused a number of bales to be weighed to have an average of the weights.

Interrogatory ninth. Did you mark the cotton, or take any steps to
145 have it done, at the time of delivery, or immediately afterwards? If so, how was it marked?

To the ninth interrogatory he answers and says: I did not mark the cotton myself, but Mr. Simmons, the planter, offered to have it marked for me, and there were about one hundred and sixty bales marked L. M. when the United States gunboats came and took possession of them.

Interrogatory tenth. Did you move said cotton, or have it moved, from the place where it was delivered to you? If so, who did it for you, and what, if anything, did you pay for removing it?

To the tenth interrogatory he answers and says: Yes; as soon as I was placed in possession of said cotton I made arrangements with Messrs. Pargoud & Wentzell to transport the eight hundred and thirty bales from the old plantation to Simmons's landing, on the river, and I paid the gentleman one dollar per bale, in United States treasury notes, as appears by document anne xed, marked B.

Interrogatory eleventh. Where was the cotton placed by your direction, and for what purpose did you have it placed there?

To the eleventh interrogatory he answers and says: The cotton was placed, according to my instructions, on Simmons's landing, on the river, to be thence forwarded to New Orleans, to Mr. Aristide
146 Miltenberger, as soon as the formalities prescribed by the military authorities should be complied with by him. I had sent to Mr. A. Miltenberger a messenger to that effect, and I had also written to the

house of G. A. Le More & Co., of Havre, to that effect, as appears by their answers to Mr. Montardier, in New Orleans, which letters are hereto annexed, and marked C.

Interrogatory twelfth. Did you get any permit to have said cotton shipped? and if so, from whom? and what duty, if any, did you pay for shipping the same? and to what place was it to be shipped?

To the twelfth interrogatory he answers and says: Yes; I went with L. Queyrouse, at Shreveport, to the cotton bureau, and there the transfer of the shipping permit was signed in my presence, to the order of G. A. Le More & Co., of Havre, by W. C. Broadwell, chief cotton bureau, upon the payment made by me of sixty cents in specie per bale, being the duty, and upon the condition that all of said cotton should be sent to Europe, except the necessary quantity to pay all charges, and General Taylor gave a written permit to Mr. Queyrouse for the removal by federal transports, or steamboats, of the cotton of G. A. Le More & Co., as ap-
147 pears by the annexed permit of General Taylor, marked D.

Interrogatory thirteenth. What became of said cotton?

To the thirteenth interrogatory he answers and says: The eight hundred and thirty bales of the above-described cotton was seized and taken possession of, on the eighth day of April, 1864, by a flotilla of United States vessels, consisting of gunboats and transports, commanded by Captain Foster. I was informed of the fact by Mr. Simmons himself, who gave me the two following certificates hereto annexed and marked E. And the last I saw of the cotton myself, it was on board of the transports, and I caused to be taken in writing, in New Orleans, and under oath, the declaration of two persons who were present at the seizure of said cotton by the gunboats as aforesaid, which declaration is also hereto annexed, and marked F.

Interrogatory fourteenth. Do you know anything about Major McKee, a confederate cotton agent? If so, who was he, what was his business, what authority had he with regard to cotton, and how you obtained your information?

To the fourteenth interrogatory he answers and says: I do not personally know Major McKee, but I often heard speaking of him at Shreveport
148 and at Monroe, as being a special agent of the confederate government to buy cotton, but I never heard that he had a right to sell any. Mr. Broadwell, cotton agent, told me that nobody but himself (Broadwell) had a right to dispose of the government cotton, or to give a shipping or a removal permit.

Interogatory fifteenth. Were you on the Ouachita river at the time the gunboats that seized the cotton hereinafter spoken of ascended said river? If so, state whether said gunboats met with any resistance in ascending the said river on that expedition, and whether there was any rebel force in the vicinity, and how far the nearest rebel force was from the place said cotton was seized, to the best of your knowledge.

To the fifteenth interrogatory he answers and says: Yes, I was then on Frank Pargoud's lower plantation, on the Ouachita river, when the gunboats ascended said river, from the mouth of the Ouachita river to Monroe city. There were no obstacles to their coming up, nor any resistance whatever offered to them. There were no rebel forces in the neighborhood, the nearest rebel force was between Alexandria and Natchitoches, say from about two hundred to two hundred and fifty miles distant.

149 Cross-interrogatories in behalf of Withenbury and Doyle:

(Protesting against the form of many of the direct interrogatories herein propounded, as indicated thereon, and not admitting the right to propound any of them to said witness, and denying the right of said intervenors to examine

said witness at all, because of his incompetency to testify, said Withenbury and Doyle proceed to propound cross-interrogatories to the witnesses.)

First cross-interrogatory. What interest have you in the proceeds arising from the sales of the cotton in controversy in this suit?

To the first cross-interrogatory he answers and says: I have no interest whatever, except a commission, as purchasing agent, of five per cent. on the amount of purchases.

Second cross-interrogatory. What interest have you in the business house of G. A. Le More & Co., of Havre, France? What interest had you when you were buying cotton for them, and what interest have you now?

To the second cross-interrogatory he answers and says: I never had, and have not now, any interest in the house of G. A. Le More & Co., of Havre, France.

Third cross-interrogatory. What interest have you in the event of this suit?

To the third cross-interrogatory he answers and says: None whatever.

150 Fourth cross-interrogatory. What connexion had you with said house of G. A. Le More & Co., or Ed. Gantherin & Co., of New Orleans, at the time of the breaking out of the present rebellion in the United States of America, in the spring or summer of 1861? State your interest in both and how long it continued. Who was the agent of said houses in their transactions with the so-called confederate government, at the head of which is one Jefferson Davis? How long were you their agent or the agent of either? What was the extent of your agency? What transactions did they or either of them have with the so-called confederate government? What army clothes and timber, and other army supplies, did said houses, one or both of them, furnish said so-called confederate government, or any of the agents or authorities thereof? What had you to do with purchasing or furnishing such supplies, or any of them? State the circumstances as fully as if you were specially thereunto interrogated.

To the first fourth interrogatory he answers and says: I had no interest whatever in the house of G. A. Le More & Co. I was a partner in the house of Ed. Gantherin & Co., in New Orleans. My interest in the house of

151 E. Gantherin & Co. was the same as that of the two other partners, and it so continued till the dissolution of the firm, which took place on the first of December, 1862.

The house of G. A. Le More & Co. never had any agent, as they never had any dealings with the confederate government. As to the firm of Ed. Gantherin & Co., they having no interest in this suit, and having been myself a partner in said firm, I decline answering to questions concerning its affairs. I have been the special agent of G. A. Le More & Co. for about six months previous to the purchase of the cotton subject to this suit; I had also full power to enter into any transactions I thought beneficial to said firm of G. A. Le More & Co. The house of G. A. Le More & Co., never had any transaction whatever with the confederate government. The firm of G. A. Le More & Co. never furnished any clothing, timber, nor army supplies to the so-called confederate government, or its agents or authorities. I had nothing to do with any; such transactions as known were made as before stated.

Second fourth cross-interrogatory. If you answer the second direct interrogatory that you did purchase cotton for said firm of G. A. Le More & Co., you will please state from whom you purchased, what you paid,

152 whether in army supplies furnished the so-called confederate government, their agents, or servants, or otherwise. State particularly what goods or supplies were so furnished, when they were furnished, and at what place, and to whom they were delivered, and in what way, and in what currency or property they were to be paid. State all the circumstances with particularity.

To the second fourth cross-interrogatory he answers and says: I purchased from Mr. P. Garcia, through his agent, Mr. L. Queyrouse, eight hundred and thirty bales of cotton, for which I paid at the rate of one hundred and sixty dollars per bale, in United States treasury notes, and in no other way. And for further details I refer to my answers to the interrogatories in chief on that subject.

Fifth cross-interrogatory. State what connexion existed between the French house of G. A. Le More & Co., Havre, France, and the house of Ed. Gantherin & Co., of New Orleans. If they were partners or interested in any way, what was the nature of that copartnership or interest? How was it evidenced, in writing or otherwise? If in writing, append a copy, and state particularly whether that writing shows all of the arrangements or
153 understanding; then state fully all of the arrangements and understanding between said houses. How made and how evidenced. State particularly what arrangements and understanding there were between said houses as to their American trade and the trade in the lines of the so-called confederate authorities.

To the fifth cross-interrogatory he answers and says: None whatever. The two houses were neither partners nor interested in any way in each others business; therefore, I cannot produce any document as asked for, as none has ever existed.

Cross-interrogatories in behalf of the United States:

First cross-interrogatory. What interest have you in the result of this case?

To the first cross-interrogatory he answers and says: I have no interest whatever, except a commission of five per cent. on the amount of purchases.

Second cross-interrogatory. If you state that you were present when the gunboats seized cotton, state how long you had been at that point, and when it was that the confederate forces left that point or that vicinity?

154 To the second cross-interrogatory he answers and says: When the gunboats seized the cotton subject of this suit, I was on Pargoud's lower plantation, on the Ouachita river, about six or seven weeks previous, and saw the cotton on board of the gunboats. The cotton was seized and taken possession of at Simmons's landing, on the Ouachita, about twenty-two miles from where I was, and I saw the cotton on board the transports when they ascended the river, and anchored before Lazarre's plantation, opposite where I was on the tenth of April, where I then saw the cotton aboard. There was not, to my knowledge, any rebel forces in the vicinity.

Third cross-interrogatory. How near was the nearest rebel fort to where the cotton was taken, and when was such fort abandoned?

To the third cross-interrogatory he answers and says: There were no forts to my knowledge in the vicinity of the place where the cotton was seized; at least, I never saw any.

Fourth cross-interrogatory. How near was the nearest rebel battery to where the cotton was seized, and when was such battery taken away by the rebels?

155 To the fourth cross-interrogatory he answers and says: I never saw any rebel battery in that vicinity, nor have I ever heard that there had been any. The only rebel force that I ever heard of as existing at the time of the seizure of said cotton was between Alexandria and Natchitoches, say from two hundred to two hundred and fifty miles distant.

Fifth cross-interrogatory. Is it not true that the gunboats, when they captured the cotton, were the first indications of federal authority which had been seen in that part of the country since the breaking out of the rebellion?

To the fifth cross-interrogatory he answers and says: No. Before the arrival of said gunboats, about the twenty-eighth of August, 1863, the federal forces had already entered that part of the country, in the town of Monroe, under the command of Brigadier General Stevenson. The troops were said to be of the corps d'armee of Major General McPherson.

Filed June 14th, 1864.

GEO. P. BOWEN, *Clerk.*

156 *Exhibit A, referred to in deposition of Jules Le More.*

[Copy.]

Invoice of 830 bls. of cotton sold for account of P. Garcia, esq., to Jules Le More, esq., agent of G. A. Le More & Co.:

Simmons, 170 bls. cotton, lbs	74,262
Tatum & Simmons, 660 bls. cotton, lbs	285,120

839 bls. classing as follows:

118 bls. middling fair.
101 " good middling.
195 " strict middling.
142 " middling.
148 " low middling.
126 " good ordinary.

830 bls. @ $160 per bale in U. S. t. n. $132,800

Monroe, *March 1st*, 1864.

Received payment in full.
(Signed) LEON QUEYROUSE, *Agent.*

I do certify, on honor, that this is the true copy of the original sent to G. A. Le More & Co., in Havre.

JULES LE MORE.

Filed Dec. 14th, 1864.

GEO. P. BOWEN, *Clerk.*

157 *Exhibit B, referred to in deposition of Jules Le More.*

Monsieur Jules Le More: Veuillez payer la somme que vous me devez pour le halage du coton sur l' habitation du Dr. Simmons, qui se montait a deux cents trente cinque piastres en greenbacks, payable en or, ce Monsieur August Roxet. Plus, s'il ne vous a pas ete possible de m'envoyer la valeur de deux cents piastres que je vous ai remis, veillez le require en or, et le remettre aussi au meme et il vous en donnera recu.

JOHN PARGOUD.

Monroe, le cinq Mai, 1864.

[Translation.]

Mr. Jules Le More: Please pay the sum due me for the hauling of cotton, at the landing of Dr. Simmons, which amounts to two hundred and thirty-five dollars, in greenbacks, payable in gold, to Mr. Augustus Roxet. If you have not had the opportunity of sending me the value of two hundred dollars, which I remitted to you, please convert it into gold, and pay to the same, and he will give you a receipt.

JOHN PARGOUD.

Monroe, 5th May, 1864.

158 Received from Mr. Jules Le More, agent of Messrs. G. A. Le More & Co., of Havre, France, eight hundred and thirty dollars, for acc't of Messrs. John Pargoud and Wentzell, of Ouachita river, for hauling, at the landing of Dr. Simmons's plantation, the eight hundred and thirty bales of cotton bought by said Jules Le More, for acc't of said firm, G. A. Le More & Co., from Leon Queyrouse, agent of P. Garcia, esq.

A. RAUXET.

New Orleans, May 24, 1864.

Witnesses:

SAMUEL NELSON.
P. MONTARDIER.
J. POLLOCK.

Filed Dec. 14, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit C, referred to in deposition of Jules Le More.

(Per Germania.) HAVRE, 4 *Mai*, 1864.

Monsieur E. Montardier, New Orleans.

MONSIEUR: Pa sa lettre de Monroe, (Wachita,) en date du 28 Mars
159 d'er dout vous nons avez envoye copie Mons'r Jules Le More, vous informe qu'il a fait pour notre compte plusieurs achats de coton, et nous avous pris notre de suivants:

L. M. 323 balles, de l'habitation Lazare, (West Wachiti.)
L. M. 660 balles, de l'habitation Simmons, (East Wachita.)
L. M. 206 balles, de l'habitation Simmons, (East Wachita.)

Eusd, 1,189 balles coton.

Veuillez, monsieur, si vous ne l'avez deja fait, faire entrer ces cotons au consulat de France a New Orleans en netirer un certificat constatant le titre de propriete Francaise, et envoyer sur les lieux autant de certificats qu'il y aura de depots.

Vous aurez soim egalement de faire couvrir l'assurance du feu et d'ouvrir en temps une police d'assurance maritime de riviere quand on expediera.

Comme il est probable que les prochaines lettres de Monsieur Jules Le More vous annonceront de nouveaux achats vous voudrez bien agir de meme que pour 1,189 balles precitees. Vous fournirez sur nous une trait pour le montat des primes d'assurance, certificats consulaires, etc. Le tout accueil est a l'avance reserve a vos dispositions.

Nous vous presentons, monsieur nos civilites empressees.

G. A. LE MORE & CO.

[Translation.]

160

(By Germania.) HAVRE, *May* 4, 1864.

Mr. E. N. Montardier, New Orleans.

SIR: By his letter from Monroe, (Wachita,) dated the 28th day of March last, Mr. Jules Le More informed you that he has made on our account more purchases of cotton, and we have taken note of the following:

L. M. 323 bales, from the plantation of Lazare, West Wachita.
L. M. 660 bales, from the plantation of Simmons, East Wachita.
L. M. 206 bales, from the plantation of Simmons, East Wachita.

Total, 1,189 bales cotton.

You will please, sir, if you have not yet done it, to enter the cotton at the French consulate, in New Orleans, getting a certificate proving the title as French property, and get as many certificates as there are places where the cotton is stored.

You will take equal care to insure against fire, and, in time, get a policy of marine insurance, as may be expedient.

As it is probable that the next letters of Mr. Jules Le More will tell you of new purchases of cotton, you will do well to act as in the case of the 1,189 bales above mentioned. You will draw upon us for the amount of the
161 insurance premium, consular certificates, &c., and all the rest is left at your discretion.

We present to you, sir, our distinguished civilities.

G. A. LE MORE & CO.

HAVRE, 13 *Mai*, 1864.

Monsieur E. N. Montardier, New Orleans.

MONSIEUR: Les nouvelles de chez vous vont jusqu'au 21 Avril, mais sans aucune lettre de vous a repondre; nous vous acheminons d'autre part notre prix curant du jour, et ci bas 2me de notre derniere lettre du 6 courant.

Vos devoues,

G. A. LE MORE & CO.

L' incluse par M. Jules Le More, S. V. P.

[Duplicate.]

HAVRE, 6 *Mai*, 1864.

Monsieur E. N. Montardier, New Orleans:

Nous vous confirmons notre du 4 curant, par Germania, et aux recommendations qu'elle contenait nous venons en ajouter une que nous considirons comme tres importante; c'est qu'il faudra recommander aux delegues
162 des habitations porteurs des certificats consulaires que, dans le cas ou les federaux iraient sur les plantations memes saisar le cotton, ils devrient exiger que ceux qui saisiraent endonnant un recu au dos du certificat consularie, prenant en meme temps les notes de leurs noms, qualites, &c. Nous pensons n'avoir plus rien a ajouter a toutes nos recommendations, et dans le cas ou nous aurions omis quelque chose, nous vous reposons entierment pour vous faire le necessaire.

Nous vous presentons,

(Signe) G. A. LE MORE & CO.

Filed Dec. 14, 1864.

GEO. P. BOWEN, *Clerk*.

[Translation.]

HAVRE, *May* 13, 1864.

Mr. E. N. Montardier, New Orleans.

SIR: News comes from you up to the 21st of April, but without any letter from you to answer. We send in another our daily price current, and below a duplicate of our last letter of the 6th instant.

Your serv'ts,

G. A. LE MORE & CO.

163 Please give the enclosed letter to Mr. Jules Le More.

[Duplicate.]

HAVRE, *May* 6, 1864.

Mr. E. N. Montardier, New Orleans:

We confirm to you our letter of the 4th inst. by the Germania, and to the advices which it contains, we beg to add another, which we consider very important; that is, it will be proper to instruct the agents of the plantations holding the consular certificates, that in cases where the federals go upon the plantations themselves to seize cotton, they should require those who make the seizure, to give a receipt upon the back of the consular certificate; taking, at the same time, notes of the names, qualities, &c. We think we have nothing more to add to all the advice; and, in case we have omitted anything, we trust entirely to you to do what is necessary.

We present to you, &c.,

(Signed) G. A. LE MORE & CO.

Exhibit D, referred to in deposition of Jules Le More.

H'DQ'RS DIST. WESTERN LA.,
In the field, Ap'l 5, 1864.

Permission is granted to Mr. Queyrouze to remove, by steamboat,
164 brought from the enemy's lines, certain cotton on the Ouachita river, belonging to the house of Le More & Co.

By command of Maj. Gen'l Taylor:

E. SURGET, *A. A. Gen'l.*

Filed Dec. 14, 1864.

GEO. P. BOWEN, *Clerk.*

Exhibit E, referred to in deposition of Jules Le More.

I certify that on the eighth of April, 1864, that the federal gunboats and transports arrived at my plantation, and took on board all the cotton belonging to G. A. Le More & Co.

Hopewell plantation, April 12, 1864.

J. T. SIMMONS.

I, the undersigned, do certify on honor, that on the eighth day of April 1864, eight hundred and thirty bales of cotton, marked Simmons, and Tatum & Simmons, bought by Jules Le More, on behalf of G. A. Le More & Co., of Havre, France, were taken, on my plantation, by a federal transport of the federal fleet, commanded by Cap't Foster, and refused to give a receipt
165 for the same.

Hopewell plantation, April 16th, 1864.

J. T. SIMMONS.

MONROE, LA., *April 24th*, 1864.

I certify that the signature of John T. Simmons to the within is genuine In testimony whereof, I hereunto sign my name and affix my seal of office this 24th of April, 1864.

(Signed)

CHAS. DEHERY,
Rec. and ex off. Not. Pub.

Pour copie conform a l'original depose dans les archives de ce consulat par Mr. Jules Le More, sujet Francais agissant en sa qualite d'agent de la raison commercial Francaise G. A. Le More & Co., du Havre.

Nouvelle Orleans, 6 Mai, 1864.

CONSULAR SEAL] Le Gerant du Consulat—
FANCONNET.

No. d'ordre 2,247; art. 63 du tarif; 8 francs solvit.

Filed Dec. 14, 1864. GEO. P. BOWEN, *Clerk.*

166 [Translation.]

A copy of the original placed in the archives of this consulate by Mons Jules Le More, French subject, acting in his position of agent for the French commercial firm of G. A. Le More & Co., of Havre.

New Orleans, 6 May, 1864.

[CONSULAR SEAL.] The Acting Consul—
FANCONNET.

No. of order 2,247; article 63 of tariff; 8 france solvit.

Exhibit F, referred to in deposition of Jules Le More.

STATE OF LOUISIANA, *Parish of Orleans.*

Before me, Edmund Meunier, 3d justice of the peace, for the parish of Orleans, personally came and appeared—

1st, Auguste Nicolas Rauxet, baker, residing at Monroe, parish of Ouachita, (State of Louisiana;) 2d, Theophila Duffard, butcher, residing at Monroe, parish of Ouachita, (Louisiana,) who being duly sworn according to law, declared and said:

167 First. That they are French subjects, and have taken the oath required by General Order No. 41.

Second. That they were at Monroe, parish of Ouachita, (State of Louisiana,) in February and March, 1864; that they met there Mr. Jules Le More, agent of the firm of G. A. Le More & Co., of Havre, France; that in the first days of the month of March, eighteen hundred and sixty-four, they were told that Mr. Jules Le More, acting in and for the account of the firm of G. A. Le More & Co., of Havre, had become proprietor of two lots of cotton, comprising eleven hundred and fifty-three bales.

Third. That Mr. Jules Le More caused to be transported on the Lazarre plantation, by Waddel, David Hassley, and Byrne, all citizens of the town of Monroe, three hundred and twenty-three bales of cotton, stored in various places, and eight hundred and thirty bales on the Simmons plantation, or rather on the Ouachita river, at the landing of the said plantation, by John Pargoud and Weintzell.

Fourth. Three hundred and twenty-three (323) bales were marked L. M., eight hundred and thirty bales (830) were marked Tatum & Simmons.

Fifth. That it is these eleven hundred and fifty-three bales of cotton
168 transported and designated, which on the eighth and tenth of April, eighteen hundred and sixty-four, were taken by order of Commandant Foster, and loaded on board the transports following the Lafayette.

Sixth. That during their sojourn at Monroe they heard a great number of persons talking about these cottons, and that the house of G. A. Le More had always been mentioned as the proprietor of these eleven hundred and fifty-three bales of cotton, and that no other name or person was ever mentioned.

Seventh. Mr. Auguste Rauxet declares, personally, that he was charged by Messrs. John Pargoud and Weintzell to receive of Mr. Jules Le More the price of the transportation of eight hundred and thirty cotton bales, placed on the Simmons plantation or at its landing, and that for the drayage he received one dollar per bale in U. S. treasury notes, or eight hundred and thirty dollars for the said eight hundred and thirty cotton bales.

Mr. Theophile Duffard confirms what has been declared by Mr. Auguste Rauxet, of the payment made to Messrs. Pargoud and Weintzell.

A. RAUXET.
T. DUFFARD.

169 Sworn to and subscribed before me on the 12th August, 1864.
ED. MEUNIER, 3 J. P.

STATE OF LOUISIANA, EXECUTIVE DEPARTMENT:

By J. Madison Wells, lieutenant governor, and acting for Michael Hahn, governor of the said State. To all who shall see these presents greeting:

Know ye, that the certificates of oath to the instrument of writing hereto annexed, is in due form and made by the proper officer, and that Ed. Meunier, whose name is subscribed thereto, was, at the time of subscribing the same, and now is, third justice of the peace, in and for the parish of Orleans, city of New Orleans, duly appointed and commissioned; and full faith and credit are due and ought to be given to his official acts accordingly.

Given under my hand and seal of the State, at the city of New Orleans, this twelfth day of August, in the year of our Lord one thousand eight hundred and sixty-four, and of the independence of the United States of America the eighty-ninth.

170 [L. S.]

J. MADISON WELLS,
Lieutenant and Acting Governor.

By the governor:

S. WROTNOWSKI, *Secretary of State.*

Filed Dec. 14th, 1864.

GEO. P. BOWEN, *Clerk.*

Deposition of John Martial Lafeyre, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public and special commissioner, at his office in the city of New Orleans, Louisiana, on the 28th day of November, A. D. 1864.

Interrogatory first. State your name, occupation, and residence.

To the first interrogatory he answers and says: My name is John Martial Lafeyre; I am president of the Louisiana State Bank, and I reside in New Orleans.

Interrogatory second. State what connexion, if any, you had with the Louisiana State Bank, of New Orleans.

To the second interrogatory he answers and says: I am the president of said bank.

Third interrogatory. State whether you are well acquainted with the dealings of said bank in cotton.

171 To the third interrogatory he answers and says: Yes, sir.

Fourth interrogatory. State whether ever, to your knowledge, said bank ever sold any cotton on the Simmons plantation, on the Ouachita river; if so, to whom? and when and by whom was it delivered?

To the fourth interrogatory he answers and says: About the month of March, 1864, among other lots of cotton, nine hundred and thirty-five bales, lying on the plantation of J. T. Simmons, were sold by the bank, through their agent, John A. Stevenson, to A. D. Grieff and E. Zunts. No delivery of the cotton was made to them, as they were expected to take it themselves on the spot.

Fifth interrogatory. State whether or not said bank did or did not abandon all claim to cotton on the Ouachita river, and in lieu thereof claim cotton on Red river; and when said abandonment of cotton on Ouachita river was made by said bank; and whether such abandonment by said bank was at any time contemplated.

To the fifth interrogatory he answers and says: The agent of the bank, John A. Stevenson, abandoned the claim to the Ouachita cotton,

172 several months after the lot on the Simmons plantation was seized.

Cross-interrogatory in behalf of Withenbury and Doyle:

First cross-interrogatory. If you answer the 4th direct interrogatory, that the bank did not sell any cotton on the Simmons plantation, please state fully what cotton it was, how marked, from what source purchased, and append

he original source of title. State all the circumstances of the purchase. If it was sold, to whom sold, and for what consideration, and was the consideration paid, and in what was it paid; state the circumstances minutely; state the circumstances of any delivery that was made of the cotton, who was present, how was it delivered, to whom and by whom, and what sort of delivery was it? Were you present, and what agency had you in the premises, and what did you do in reference to the delivery?

To the first cross-interrogatory he answers and says: I do not know what cotton it was, nor how it was marked; it was purchased from the confederate government in exchange for other cotton. From whom the confede-
173 rate government bought it, I do not know. It was sold, as before stated, by the bank to A. D. Grieff and J. E. Zunts, at the price of thirty cents per pound, free of all charges and duties, they binding themselves to take possession of it and bring it to this city. No other kind of delivery was made.

Second cross-interrogatory. If you answer the fifth direct interrogatory in the affirmative, that the State bank of Louisiana did abandon all claim to cotton on the Ouachita river, will you please state what title it had to the cotton on that river, whence it derived its title, and append to your answer copies of all papers in anywise connected with such title. You will please, likewise, state what cotton is referred to on said river, and what cotton is referred to on Red river, and from whence said bank, if they had any, derived its title thereto. If there was an abandonment, state why it was abandoned, and at whose instance and for what reason. You will please, also, say what connexion, if any, one John A. Stevenson had with said bank's cotton in Louisiana. If you answer that he was said bank's agent, please append any written evidence
174 you may have, or said bank may have, of his agency; also the originals or copies of all letters written by him to you or said bank in reference to said cotton, or any of it, or any other cotton which he was controlling for the bank, in any manner, but more particularly the letter of said Stevenson to you individually or as president of said bank, or otherwise, dated 28th May, 1864, a copy of which is here shown you, and which is in the words and following:

[Copy.]

SHREVEPORT, *May* 28, 1864.

J. M. Lafeyre, Esq.

DEAR SIR: I have written you several times, but my letters may not have reached you. I have been so exercised of late, by events of late, that I hardly know which end I stand on. I have lost more by burning than I at first thought, perhaps 3,000 bales. I have cancelled my trade with the parties out here, and now have charge of my original cotton. I, of course, can do nothing but take care of it. No cotton will be allowed to go out of these lines till the war ends. Permits are all
175 cancelled. Had the authorities on our side acted promptly the results would have been different.

(Signed) JOHN H. STEVENSON.

A true copy. J. M. LAFEYRE.

State what connexion said Stevenson had with the so-called government of the Confederate States of America, in furnishing it aid and comfort, either by his personal services or his means. What connexion had he with the construction of the ram Manassas, or with furnrshing means to aid in its construction?

To the second cross-interrogatory he answers and says: John A. Stevenson, by authority of General Butler and General Shepley, in conjunction with

the late J. J. Green, were sent out into the confederacy in the month of October or November, 1862, with one million of dollars in confederate money, belonging to the State of Louisiana and to the State Bank of Louisiana, with a view to have the money invested in cotton. The money was invested on the Red river district. After the cotton was bought and stored, a proposition was made, in August, 1863, by John A. Stevenson, (Green
176 having died already,) to the confederate authorities to have his cotton exchanged against government cotton on the Ouachita river, provided the confederate government would allow said cotton to be brought into the federal lines, and with the proviso, also, that should he not be able to take possession of the cotton on the Ouachita, he would have the right to reclaim his original cotton. The proposition was accepted by the confederate authorities, and in the hopes of reaching the cotton on the Ouachita, the bank sold it to Grieff & Zunts. Among the list of cotton thus obtained from the confederate authorities were the nine hundred and thirty-five bales on the plantation of J. T. Simmons. The bank has taken no action on the abandonment by Stevenson of the cotton on the Ouachita, and about three thousand bales of our Red river cotton having been burned, as we suppose, by the confederates, we lay claim to an equal amount on the Ouachita. The original papers concerning this transaction have all been in the hands of the military authorities here, and are now in possession of John A. Stevenson. Said Stevenson has acted through the whole business as agent of the Louisiana State Bank, but no written authority to that effect exists,
177 because it was deemed advisable that he should not assume that capacity in the confederacy. The reason why the abandonment of the Ouachita cotton was made by the agent, is that he lost all hopes of getting possession of it. In reference to the letter annexed to the interrogatory, it is a true copy, except that the word "our" in the last paragraph ought to be "your," meaning the military authorities in New Orleans.

I have one other letter, and only one, from Stevenson, of which I annex a copy, marked S. As to Stevenson's connexion with the confederate government, and of the rebel ram, Manassas, I have no further knowledge than the general belief that he was the promoter of that ram.

Third cross-int'y. Please say, if you know, to what John A. Stevenson refers in his letter above named, where he says, "I have cancelled my trade with the parties out here," &c. What party does he refer to, and what was the trade that he refers to?

To the third cross-interrogatory he answers and says: The meaning
178 of the phraseology employed in the letter of John A. Stevenson, I understand to be, that he has cancelled the original exchange of cotton with the confederate authorities.

Filed Dec. 14th, 1864.

GEO. P. BOWEN, *Clerk.*

Exhibit L, referred to in deposition of John M. Lafeyre.

[Copy.]

SHREVEPORT, LA., *Oct.* 4, 1864.

J. M. Lafeyre, Esq.

DEAR SIR: I have much I would like to communicate regarding our business, that would interest you and the directory. Suffice it to say that all the expectations and arrangements made or attempted while in the city were of no avail, and no beneficial results to either party could arrive by an effort to carry out any portion of them *out*, after the turn which military affairs took.

No cotton could have been gotton out under them, and therefore did not hesitate to cancel while I could my contract with the parties out here.
179 So far I am getting on very well, and have busied myself in taking care of my cotton. Some, I previously informed you, had been burned, and I have had some actually stolen and hauled away. I may get it, or may not.

The gov'm't here is requiring the cotton. Large quantities are being transported to Mexico, and from my stand-point, if the war goes on one more year, it will all go. I shall do my best to keep my cotton to the last, trusting to some favorable turn in our favor. The papers referred to in my last, and which I promised to send you, I have not been able to procure. You can rest assured I will do the best I can, and all depends, I fear, upon the continuance of the war. You will have to furnish sufficient means to my family to get along on from time to time as required. Give my best respects to the directory.

Respectfully yours,
(Signed) JNO. A. STEVENSON.
J. M. LAPEYRE.

A true copy.
Filed Dec. 14th, 1864.

GEO. P. BOWEN, *Clerk.*

180 Deposition of Jules Le More, in behalf of G. A. Le More & Co., taken before John N. Fuller, a justice of the peace, at his office at Decatur, in Macon county, Illinois, on the 14th day of September, A. D. 1864.

Question 1st. State your age, residence, and occupation.

Answer. I am thirty-five years old; I am a citizen of France; I am a commission merchant and agent of G. A. Le More & Co., of Havre, France.

Question 2d. Have you ever purchased any cotton, as agent of said firm, and for them? If so, state when, where, and how much.

Answer. I purchased a certain quantity of cotton for said firm, among which, three hundred and twenty-three bales near Monroe on the Ouachita river. I bought it and paid for it on the first of March, A. D. 1864.

Question 3d. From whom did you purchase said 323 bales of cotton? and how much did you pay for it, and in what kind of funds?

Answer. I bought fifty-nine bales, marked A. Lazare, from A. Lazare
181 himself, a planter living one mile from Monroe, on said river; I paid him at the rate of one hundred and sixty dollars per bale in United States treasury notes, and two hundred and sixty-four bales from John Pargoud, who is a French citizen, who resides temporarily on the Pargoud plantation, near Monroe, Louisiana, and paid him at the rate of one hundred and sixty dollars per bale in the same currency.

Question 4th. Do you know where raised, and who raised said cotton?

Answer. The fifty-nine bales were raised by Mr. A. Lazare on him plantation aforesaid, and the other by different planters in the neighborhood, who raised the same on their respective plantations.

Question 5th. From whom did John Pargoud purchase the said 264 bales of cotton?

Answer. From different planters.

Question 6th. Did you obtain possession of said 323 bales of cotton, or place any marks on the same?

Answer. I did obtain possession of said cotton, and marked it my-
182 self with the letters L. M., part in red and part in black, the letters L. M. stand for Le More, being the mark of G. A. Le More & Co.

Question 7th. Do you know what became of said 323 bales of cotton?

Answer. They were taken on the 10th day of April, A. D. 1864, from the

place where I had it placed on the bank of the river by me, by the gunboat commanded by Captain Foster, and put on board a transport by United States sailors. I was present when the cotton was taken.

Question 8th. Describe the exact place from which the gunboat took the cotton?

Answer. It was taken from the plantation of Lazare, outside of the enclosure, on the bank of the river, where I had placed it for the purpose of shipping to New Orleans.

Question 9th. On whose account and for whom did you purchase said cotton?

Answer. I purchased it for the firm of G. A. Le More & Co., of Havre, France, as their agent, and in pursuance of authority from them.

183 Question 10th. Did you ask or obtain a receipt for said cotton from the commandant of the gunboat?

Answer. I went first to the captain of the transport, when I saw his boat taking the cotton, and he told me I would have to see Capt. Foster. I went then to Capt. Foster, and he refused to give me a receipt; he said he acted under orders from Admiral Porter, and was directed to take all cotton he could find, whether it belonged to foreigners or residents, and said he had no receipt to give, and should not give any. I told Capt. Foster that there were 323 bales of cotton he had taken at that place, as I had counted them myself. He said that only 309 bales were reported to him as taken at that place. He said he would send the cotton to New Orleans.

Question 11th. Had you, as agent of said firm, taken any steps to have said cotton shipped to New Orleans?

Answer. I had sent a messenger a week previous to New Orleans, with letters to A. Miltenberger, a commission merchant in New Orleans, requesting him to obtain the necessary permits from the federal authorities there to have the cotton shipped to New Orleans; before he returned the cotton

184 was taken by the gunboat as stated above.

Cross-interrogatories in behalf of the United States:

Quest. 1st. What interest have you in the result of this case?

Ans. I was paid only as agent; I have no interest.

Quest. 2d. How long have you been a resident of La.?

Answer. I arrived in La. in 1847; been living in N. O. all the time; I was in habit of going to Europe frequently; my house was in N. O.

Quest. 3d. How far is Lazare's plantation from mouth of Ouachita river?

Ans. I don't know how far; it is near Monroe.

Quest. 4th. How long had you been in or near Monroe before the cotton was seized?

Ans. About six weeks.

Quest. 5th. What relation do you sustain towards the claimant in this case?

185 Ans. I am a brother of the members of the firm.

Quest. 6. How long had you been acting as the agent of the claimant?

Ans. Had been acting as their agent about six months.

Quest. 7th. For whom did you do business before the time you became the agent of claimants?

Ans. I was doing business for myself, in the city of N. O., buying tobacco and cotton, &c. I bought tobacco as a partner of a firm that bought for the French government.

Quest. 8th. Are you a man of means, and did you not have sufficient money to carry on business for yourself at the time you swear you bought cotton for claimants?

Answer. I am worth forty or fifty thousand dollars; I had no means to purchase cotton for myself when I bought for claimants.

Quest. 9th. In what does your forty or fifty thousand dollars consist, or in what shape was it when you bought cotton, March 1st, 1864?

Ans. In promissory notes of men in N. O.

186 Quest. 10th. When was the first time you bought cotton for claimants?

Ans. In Feb. last. The claimants are my brother and sister, live at Havre, France.

Quest. 11th. When were you in France the last time before you bought cotton?

Ans. It will be three years in Jan'y next that I left France.

Quest. 12th. When did you become agents of claimants?

Ans. About six months before purchase of cotton, by letter from them.

Quest. 13th. How long have Lazare and Pargoud lived at the place you purchased cotton in La.

Ans. Lazare, I think, has lived twenty-years; don't know exactly how long Pargoud may have lived there—two or three years.

Ques. 14th. From whom, and where, did you get the money that you paid for cotton?

Ans. I got part of the money from Webber & Co., San Antonio; part from Mr. Tertrou, in Mexico, by letters of credit of the claimants.

Ques. 15th. Do you know Byron Wilson, Lt. Commander J. S. Watson, Wm. Harris.

Ans. I don't know any of them.

Ques. 16th. Did the claimants have any business transaction with the so-called confederate government, in which they purchased cotton?

Ans. No, never; they had never been in this country.

Ques. 17th. What did you say, if anything, at the time of cotton was

187 seized, about it having been paid for in gold at 20 cents per pound?

Ans. I never said such a thing.

Ques. 18th. Where does Webber & Co., and Tertrou, live or do business?

Ans. Webber lives in Mexico; Tertrou in Mexico also.

Ques. 19th. Is it not true that when you went up to where cotton was bought, that the country was then in possession and under control of the rebels?

Ans. It was under control and in posession of the so-called Confederate States.

Ques. 20th. How many forts, or rebel batteries, had the gunboats to overcome before they got to where cotton was? State if you know.

. No forts that I know of, and no batteries. The boats came up Ouachita without resistance.

Ques. 21st. What compensation were claimants to give you? and is not your compensation dependent on the result of this claim?

. They were to give me a compensation of five per cent. on the purchases. I have been paid my commission.

Filed Sept. 22d, 1864.

GEO. P. BOWEN, *Clerk*.

188 Deposition of Jules Le More, in behalf of G. A. Le More & Co., taken before Frederick Multron, notary public and special commissioner at No. 16 Exchange Place, New York, on the 31st day of December, A. D. 1864.

Int'y 1st. State your age, residence, and occupation.

Ans. 1st. My name is Jules Le More. I am thirty-five years old. I am a French citizen, temporarily in New York, and agent of G. A. Le More & Co.

Int'y 2d. Are you acquainted with the firm of G. A. Le More & Co., of Havre, France?

Ans. 2d. I am, from the fact that I am their agent.

Int'y 3d. If so, state how long you have been acquainted with said firm, and whether you have ever had any business transactions with it, and what have been your means of knowing the past business transactions of said firm.

Ans. 3d. I am acquainted with the individual members of said firm since I was born, they being my brother, Gustave A. Le More, and my
189 sister, Leontine Le More. I am acquainted with the firm since its formation in 1852. I never had, individually, business transactions before being their agent, but I know all their transactions in America from the time of my agency.

Int'y 4th. State what connexion, if any, you have had or may now have with said firm.

Ans. 4th. I am their agent whenever any transaction is to be acted upon in this country; I have none at present, and have had none since that cotton transaction.

Int'y 5th. State, if you know, who composed said firm about the months of March and April, 1864, and where said persons reside and have resided.

Ans. 5th. I have answered in third interrogatory, and now repeat, that in March and April, 1864, the members were Gustave A. Le More and Leontine Le More. They reside and have always resided in Havre, France.

Int'y 6th. State what you know, if anything, with regard to the cotton transactions of said firm.

190 Ans. 6th. I purchased a certain quantity of cotton for said firm, among which three hundred and twenty-three bales, one mile from Monroe, on the Ouachita river, and eight hundred and thirty bales about twenty-five miles from Monroe. I bought it and paid for it on the first day of March, 1864. The 323 bales were seized on the 10th of April, at the landing of A. Lazare's plantation, by a transport of Commander Foster's expedition. The 830 bales were seized on the 8th and 9th of April, 1864, at the landing of Simmons's plantation, by transports of Commander Foster's expedition. For further particulars I refer to my deposition taken on the 14th of September, 1864, at Decatur, Illinois, for the 323 bales, and to my deposition taken on the 28th of November, 1864, at New Orleans, for the 830 bales of cotton.

Int'y 7th. Do you know whether said firm ever purchased cotton of the so-called confederate government? If so, what do you know of the consideration, if any, given said confederate government the efor?

Ans. 7th. They never purchased any cotton from the so-called confederate government.

191 Int'y 8th. If said firm had ever furnished gray cloth or other military supplies to the said confederate government, or any of its agents, officers, or employees, would you be likely to know it? Did said firm ever, to your knowledge, furnish gray cloth or other articles contraband of war, to said confederate government, in exchange for cotton?

Ans. 8th. I would have known it, and said firm never did sell or furnish gray cloths or other articles contraband of war, or other military supplies, to the said confederate government, or any of its agents, officers, or employees, in exchange for cotton.

Int'y 9th. Are you acquainted with the firm of Ed. Gantherin & Co., of New Orleans? If so, state whether said firm, to your knowledge, ever furnished any gray cloth to the confederate government. State all you may know in reference to this matter.

Ans. 9th. I was a partner of said firm up to its dissolution, which took place in December, 1862. In July, 1861, the said firm sold some gray cloth to the so-called confederate government, and was paid in full
192 $405,000 in gold, in New Orleans, by Mr. J. B. De Bow, through the bank of New Orleans.

Int'y 10th. State whether you have been examined as a witness heretofore in the two cases in which G. A. Le More & Co. are intervening claimants for 830 and 323 bales of cotton, said suit being now pending in the United States district court for the southern district of Illinois.

Ans. 10th. I was interrogated in September last for 323 bales, at Decatur, Illinois, and in November last for 830 bales, at New Orleans, Louisiana. I I have never given any other testimony before in this matter.

Int'y 11th. State what, if any, conversation you had with Capt. J. P. Foster, the naval commander of the expedition up the Ouachita river, in April last, in reference to the cotton claimed by G. A. Le More & Co.

Ans. 11th. I had but one conversation with Commander Foster, and here I annex a document, marked A, which is a true and faithful narrative of my interview with him, which I swear before men and before God to
193 contain the whole truth and nothing but the truth.

Int'y 12th. What was said, if anything, in regard to gray cloth being furnished to the confederate government? State, as far as you can recollect, all the conversations you had with Capt. Foster on this subject.

Ans. 12th. The narrative of my interview with Commander Foster, annexed to these interrogatories, includes all that I can answer to this question.

Int'y 13th. What admissions, if any, did you make to Capt. Foster, with regard to such gray cloth? and did you sign and swear to any written statement at the instance and request of Capt. Foster?

Ans. 13th. I refer again for this question to the narraiive of my interview with Commander Foster, annexed to these interrogatories, and I repeat, that G. A. Le More & Co. having never sold or furnished gray cloth or other military articles to the so-called confederate government in exchange for
194 cotton, I never did admit nor could admit anything to Commander Foster, or to any person, which might, in any manner, be interpreted as a confession of the trade or exchange by the said firm with the said so-called confederate government. There could not be, on my part, an admission of what had never existed, consequently, I never signed nor swore to any statement, affidavit, or acknowledgment, and I defy the said Commander Foster, or anybody else, to bring in court such a document signed by me.

Cross-interrogatories in behalf of the United States:

1st. Quest. Can you state, of your own knowledge, that the agents of G. A. Le More never purchased any cotton of persons called rebels, or persons in sympathy with the so-called confederate government?

1st. Ans. As nobody but myself had the right or power to make any purchases of cotton, I can state that said firm never purchased any cotton of
195 persons called rebels. As for those having sympathy for the so-called confederate government, when making purchases I never inquired from them what was their sympathy for.

2d. Ques. Were said agents instructed not to purchase cotton of persons disloyal to the United States government, or did said agents make it a part of purchases to buy only of loyal persons? If either, or both, state the facts fully.

2d. Ans. My instructions were to stay on the strictest neutrality, and to do nothing against the formalities required by the United States government, and, to prevent any trouble or difficulty, I complied with my instructions, and bought cotton for G. A. Le More & Co. from foreigners.

3d. Ques. Have you examined to learn, and do you know, what articles are contraband of war? Have you or the agents of G. A. Le More & Co. or Ed. Gantherin & Co. ever been instructed on that subject? If so, state the facts fully.

3d. Ans. I never examined to learn or to know what articles are con-

196 traband of war, as agent of G. A. Le More & Co. I had no motive to be instructed on that subject. Whilst a partner of Ed. Gantherin & Co., I inquired once in France, in 1861, if cloth was contraband of war, and I was informed that it was not.

4th. Ques. What articles of any kind did G. A. Le More & Co., or Ed. Gantherin & Co., or their agents, or any or all of them, furnish to the so-called confederate government, or to persons in sympathy therewith, either in exchange for cotton, for money, or in any other manner, during the transactions you testify about?

4th. Ans. G. A. Le More & Co. never furnished anything to the so-called confederate government. The firm Ed. Gantherin & Co., which was dissolved in December, 1862, furnished some cloth, and nothing else, in 1861, and received $405,000 dollars in specie, in full payment for the same.

Additional cross-interrogatories in behalf of the United States:

1st. Question. Did you not have some conversation with Captain James P. Foster, before you knew whom you were conversing with?

197 1st Ans. I never saw Commander Foster but once, and I knew very well with whom I was conversing, from the fact I had sent my card to him, and that he came himself immediately.

2d Ques. Did you state James P. Foster, that you was looking for Captain Foster, to get a receipt for cotton, so you could take it, the cotton, to New Orleans? If not, what did you say to him on that subject?

2d Ans. When in presence of Commander Foster, I told him I was calling upon him to get a receipt for the cotton he had seized on Lazarre plantation and belonging to G. A. Le More & Co. If more information were necessary on this question I would refer to the true and faithful narrative of my only interviews with Commander Foster, marked A, and annexed.

3d Ques. Did Captain Foster, in presence of his officers, read to you a written statement of what you said in said conversation, and ask you of its correctness? or did you make any statement about cotton to him that was written down? If so, did you say it was correct, or what did you say to him on that subject?

198 3d Ans. He read to me in presence of some officers a written statement that he had dictated himself to his secretary, and I protested against it as not being correct. I never made nor gave him any written statement, and what he read was all dictated by him, and written down by his secretary, putting in my mouth admissions and statements I had never made, and against which I protested at the very moment, as being incorrect.

4th Ques. Who and how many persons were present during said conversation with Captain Foster, and when was attention first called to said conversation, afterwards, and by whom?

4th Ans. In the beginning of my interviews with Commander Foster, myself being alongside of the gunboat Choctaw, in a small boat, and Commander Foster being on the deck of the gunboat, every one, crew or officers, was able to listen to our conversation; and I cannot say how many were present; but when on board the Lafayette, when we came together, the last part of interviews took place in presence of a gentleman acting as

199 secretary, and three persons whom I supposed officers, from their uniforms. From the very moment I had that interview with Commander Foster, his conversation remained impressed in my mind, and nobody has had afterwards to call my attention to said conversation. It is easy to understand that the interests at stake were of such an importance as to keep in my memory every particular of the event. I will add that the sort of threat of Commander Foster that he would do all in his power to prevent

the restitution of the cotton of G. A. Le More & Co. was a strong warning to keep in my mind a good record of facts and words.

5th Ques. Did you at the time, or have you since, made any written memorandum of said conversation? If so, when, where, and under what circumstances? And annex the same to your answer.

5th Ans. For the first time, a fortnight ago, I made in New York a written memorandum and faithful narrative of said interview, for the use of the lawyers of G. A. Le More & Co., when I heard of the deposition of
200 Commander Foster, affirming under oath that I had signed and sworn to an affidavit, which, I repeat, I defy him or anybody else to bring in court. The memorandum referred to is the document marked A and annexed to my deposition in chief.

Filed Jan'y 5th, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit A, referred to in deposition of Jules Le More.

Narrative of my interview with Commander Foster.

On Monday, 11th of April, 1864, at about 10 o'clock a. m., I presented myself on board the gunboat Lafayette, and called for Commander Foster. The officer of the day answered me that Commander Foster was at that time on board the gunboat Choctaw, and that if I was anxious to see him I must go on board said gunboat. I went immediately alongside the Choctaw, and sent my card to Commander Foster, waiting in the small boat which had brought me there. Commander Foster came on deck of the Choctaw, and the following conversation took place between us, Commander
201 Foster being on the deck of the Choctaw, and myself being in the small boat.

Com. Foster. You are Mr. Le More? What do you want?

Myself. Yes, sir; I came to ask of you a receipt for the 323 bales of cotton, which you have taken yesterday on Lazarre's plantation, and which belongs to the French firm of G. A. Le More & Co., of Havre, of which I am the agent.

Com. Foster. No, sir; I will not give you any receipt. Oh! you wish to claim the protection of your government as French subject. You can do so; I don't care. But I have not to consider if the cottons belong to foreigners, loyals, or rebels; my orders are to take all the cottons I may find. What do you want a receipt for?

Myself. I want a receipt to prove to the owners of the cotton, G. A. Le More & Co., what has become of their property.

Com. Foster. I shall not give you any. Do you suppose I do not
202 know you, Mr. Le More? You have sold goods to the confederacy.

Myself. Yes, sir. The firm, Ed. Gantherin & Co., of which I was a partner, sold some cloth to the confederacy, in 1861; but the cottons, for which I am now claiming a receipt for G. A. Le More & Co., have nothing to do with said firm of Ed. Gantherin & Co., nor with the confederacy; and I have bought those cottons and paid for them in money. Besides that, the transaction of gray cloth you are speaking of, has already been decided in Washington, long ago. I have also sent, ten days ago, a messenger to New Orleans, with instructions to have all the formalities required by the federal government fulfilled, by Mr. Aristide Miltenberger, of said city, instructing my messenger, when reaching the federal lines at Vidalia, to communicate to the federal authorities the documents he was intrusted with by me for New Orleans, in order to have said cotton shipped to said city.

Com. Foster. I don't care when you did sell those cloths, in 1770 or in 1861; and turning around and addressing himself to some officers be

said: You see gentlemen, he acknowledges to have sold cloths for
203 those cottons. I emphatically denied the fact; but he insisted on repeating that I had sold the cloths for cotton.

Then he said again to me, you will have to go to Washington, and I know you will do what you can to get back those cottons, but as for myself, I will do my best to prevent it. I don't know why foreigners or neutrals should have a right to make large amounts of money in cotton, when I could not myself make fifty thousand dollars in the same way. Now you can leave, as I will not give you a receipt. I asked him then if the cotton was to be sent to New Orleans, and he told me, yes. Then, as it was more convenient for me to go ashore on the little tug, on board of which he was going himself, I asked him to allow me to go on board the same tug, to which he very kindly gave his consent. When arrived alongside of the Lafayette, and when he had already told me good-bye, he called me back again on his own gunboat, the Lafayette, and then and there told me to wait till his secretary had written
an affidavit, which he caused to be signed, not by me, but by some of
204 his own officers. When he dictated said affidavit, I solemnly protested, in his presence, and in the presence of those who were there at the time, against the statements which he caused to be written under his own dictation, requesting him at the same time to state I had paid for said cotton in money. He then showed me certain books, telling me to read and examine them, and that I should see that I had no right to buy.

Immediately after that, Commander Foster offered me to take a glass of brandy and water, which I took with him and three of his officers. Then he told me: Mr. Le More, please excuse me, but I must go ashore; you may stay here as long as you please, and make yourself at home. He left, and from that very moment I never saw nor spoke with Commander James P. Foster. A short time after, I went ashore on board a boat of the gunboat.

Not a single word passed between us with regard to the 830 bales of cotton on Simmons's plantation. Of the seizure of it, I was at the time unaware. This is a true and faithful narrative of my interview with Com-
205 mander James P. Foster, and of course I need not add that the affidavit mentioned by him as having been signed by me, and given to him by me, has never existed with my signature upon it, and I defy him or anybody else to produce any such document in court; and I further solemnly declare that nothing but what is above stated ever took place between Commander James P. Foster and myself.

JULES LE MORE.

Filed Jan'y 5th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Alfred Le More, in behalf of G. A. Le More & Co., taken before Frederick Anthon, notary public and special commissioner, at No. 16 Exchange Place, New York, on the 31st day of December, A. D. 1864.

Int'y 1st. State your age, residence, and occupation.

Ans. 1st. I am 46 years old; French citizen; merchant; I reside in Paris, France, and temporarily in New York.

Int'y 2d. Are you acquainted with the firm of G. A. Le More & Co., of Havre, France?

206 Ans. 2d. I am.

Int'y 3d. If so, state how long you have been acquainted with said firm, and whether you have ever had any business transactions with it, and what have been your means of knowing the past business transactions of said firm.

Ans. 3d. I have been acquainted with said firm over ten years. I had regular commercial transactions with it when I was a merchant in New

Orleans, previous to the actual American war, and I was well posted to know their commercial intercourse with America.

Int'y 4th. State what connexions, if any, you have had, or may now have, with said firm.

Ans. 4th. I have no actual connexion with said firm, save that I have received a general power of attorney from them to represent them in the present case now pending in the United States district court of Illinois, sitting in Springfield, respecting 830 bales of cotton and 323 bales of cotton.

207 Int'y 5. State, if you know, who composed said firm about the months of March and April, 1864, and where said persons reside and have resided.

Ans. 5th. The firm was then and is now composed of Gustave Le More and Leontine Le More, both residing and having always resided in Havre, France.

Int'y. 6th. State what you may know, if anything, with regard to the cotton transactions of said firm.

Ans. 6th. When I was in France I knew that the firm of G. A. Le More & Co. sent orders to their agent, Jules Le More, for purchasing cotton, which cotton has since been bought by him, and I came over from France in August last, with Gustave Le More of said firm, to assist him in recovering the said cotton, or its proceeds, after his firm had been apprised of its seizure. I came for this special business, and I know individually, of my own knowledge, of no other cotton transaction.

208 Int'y 7th. Do you know whether said firm ever purchased any cotton of the so-called confederate government? If so, what do you know of the consideration, if any, given said confederate government therefor?

Ans. 7th. I know the said firm never purchased any cotton from the so-called confederate government, and of course never gave anything in consideration or exchange of cotton. This knowledge comes from the fact that G. A. Le More, the principal member of said firm, is my own brother, and although I had no interest in his transactions, yet he and I being always together for over one year, I knew much of his business.

Int'y 8th. If said firm had ever furnished gray cloth or other military supplies to the said confederate government, or any of its agents, officers, or employees, would you be likely to know it? Did said firm ever, to your knowledge, furnish gray cloth or other articles contraband of war to said confederate government in exchange for cotton?

Ans. 8th. I repeat that said firm never furnished gray cloth or other

209 military supplies to the said confederate government, or any of its agents, officers, or employees, and that if such transaction had taken place I would have known it.

Int'y 9th. Are you acquainted with the firm of Ed. Gantherin & Co., of New Orleans? If so, state whether said firm, to your knowledge, ever furnished any gray cloth to the confederate government. State all you may know in reference to this matter.

Ans. 9th. I am. I was a partner of said firm for two years previous to its dissolution, which took place in December, 1862. Said firm entered in 1861, in a gray cloth transaction with the so-called confederate government, and received a settlement for it, in full, in the city of New Orleans, during the first fortnight of April, 1862, and about a fortnight before the surrender of New Orleans to Admiral Farragut. The payment was made in gold, and amounted to $405,000.

Cross-interrogatories in behalf of the United States:

210 1st. ques. Can you state of your own knowledge, that the agents of G. A. Le More & Co. never purchased any cotton of persons called rebels, or persons in sympathy with the so-called confederate government?

Ans. 1st. I had been in France some time when Jules Le More, agent of G. A. Le More & Co., bought cotton for said firm. I had no interest in it, but I recollect having heard from G. A. Le More that he had bought from foreigners the cotton in upper Louisiana, which I am testifying to. It never occurred to me to inquire of their political sympathy or antipathy, and even if I had inquired, my brother, G. A. Le More, could not have informed me on the subject.

2d ques. Were said agents instructed not to purchase cotton of persons disloyal to the United States government, or did said agents make it a part of purchases to buy only of loyal persons? If either or both, state the facts fully.

2d ans. I never heard or inquired what special or particular instructions the said firm had given to their agents for the purchase of the cotton
211 from loyal or disloyal persons, but my judgment tells me that G. A. Le More & Co., in their own interest, could not certainly instruct their agents to do anything that might bring them in difficulty with the United States.

3d ques. Have you examined to learn, and do you know, what articles are contraband of war? Have you, or the agents of G. A. Le More & Co., or Ed. Gantherin & Co., ever been instructed on that subject? If so, state the facts fully.

3d ans. When I was a partner of the firm of Ed. Gantherin & Co., and when the gray cloth transaction took place, in the year 1861, I knew, or honestly believed, such article was not then contraband of war. G. A. Le More & Co., having never imported or entered, nor intended to import or enter, any article or goods of any kind whatever, in the States, loyal or in rebellion, have never, most assuredly, troubled their mind on the subject of inquiring what articles were or were not contraband of war.

4th ques. What articles, of any kind, did G. A. Le More & Co., or Ed. Gantherin & Co., or their agents, or any or all of them, furnish to the so-
212 called confederate government, or to persons in sympathy therewith, either in exchange for cotton, for money, or in any other manner, during the transaction you testify about?

4th ans. I repeat again that I am certain that G. A. Le More & Co., of Havre, never furnished any article of any kind to the so-called confederate government, or to persons in sympathy with it, either in exchange for cotton, for money, or in any other manner. As to the firm of Ed. Gantherin & Co., of New Orleans, now dissolved for the last two years, as it has already been said, they never had but one single transaction with the so-called confederate government, and it is the gray cloth transaction already referred to, which took place in 1861–1862, and for which they received $405,000 in gold, in full payment.

Filed Jan'y 5th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Edward Gantherin, in behalf of G. A. Le More & Co., taken before William Henry Anthon, special commissioner, at his office
213 in the city of New York, on the 21st day of July, A. D. 1865.

1st int'y. State your age and residence, and your occupation during the past four years.

Ans. to 1st int'y. I am 36 years old; my residence is in the city of Mexico, San Juan de Letran street, but am stopping in the city of New York for a short time. I was the senior partner in the firm of Ed. Gantherin & Co., of New Orleans, until the dissolution of said firm in December, 1862; since then I retired from commercial business, and was engaged in forming the

Mexican steamship company, known as the Mensagerias Imperiales Mexicanas, of which I am at present the director general.

2d int'y. If you state that you were a member of the firm of Ed. Gantherin & Co., of New Orleans, please state who were the members of said firm in 1861 and 1862; whether said firm had any connexion with the firm of G. A. Le More & Co., of Havre, France. Whether you have now, or have had any interest in said firm. Whether said firm of G. A. Le More & Co. have ever had any business transactions with the so-called Confederate States of America, through your firm or otherwise, or with any of its agents or employees; and also state what transactions your firm may have had with said confederate government, its officers or agents. State all you may know on that subject.

Ans. to 2d int'y. In the years 1861 and 1862 the only members of the firm of Ed. Gantherin & Co. were myself, Jules Le More, and Alfred Le More. Said firm of Ed. Gantherin & Co. never had any connexion with the firm of G. A. Le More & Co., of Havre, and I never had, nor have now, any interest in said firm of G. A. Le More & Co. The firm of G. A. Le More & Co. never had any business transactions of any kind through my firm, nor otherwise, to the best of my knowledge, with the so-called confederate government, its officers or agents. Ed. Gantherin & Co. had but one single transaction (commercial) with the so-called confederate government. It was a gray cloth transaction, in July, 1861, which was paid for in the last part of April, 1862, in the city of New Orleans.

3d int'y. State whatever else you may know of material interest to any of the parties, opposing claimants, or the government and captors, in this suit.

Ans. to 3d int'y. I have stated all that I know in this matter.

Cross-interrogatories in behalf of the United States and the captors:

1st cross-int'y. If you state that your firm furnished gray cloth or other articles to the confederate government, state from whom, and how, and at what place, you obtained possession of such gray cloth or other articles, and made delivery thereof to the confederate government or its agents. State what firm or parties other than your firm, if any, had interest or participation in that transaction, or its results, or profits or loss.

Ans. to 1st cross-int'y. The firm of Ed. Gantherin & Co. never made but one single transaction (which was a commercial one) with the so-called confederate government. It was a gray cloth transaction, in 1861. This cloth was bought by ourselves personally, from several manufacturers in Belgium, payable on terms, and was paid for in the gold received from the Bank of New Orleans, in settlement of said transaction. Said gray cloth was shipped by myself from Marseilles to Matamoras, and was delivered at Matamoras to Captain Sharkey, appointed for the purpose by W. Witmore, (or Withmore,) assistant quartermaster general of the so-called confederacy, in the city of New Orleans, at the time. No other firm or parties other than my firm of Ed. Gantherin & Co., had any interest or participation in said transaction, or its results, or its profits or loss.

2d cross-int'y. State particularly and fully what commercial dealings and intercourse had taken place between your firm or that of G. A. Le More & Co., of Havre, prior to the month of April, A. D. 1864; and whether the said firm, in Havre, has been at any time in special commercial correspondence with you; and if so, in relation to what dealings.

Ans. to 2d cross-int'y. When my firm of Ed. Gantherin & Co. was in existence in New Orleans, from 1856 to 1862, we had no more commercial intercourse or special commercial correspondence with the French firm of G. A. Le More & Co., than we had with several other firms in

said place of Havre, or in Marseilles, or Liverpool, or Antwerp. Of course said firm of Ed. Gantherin & Co. having been dissolved in December, 1862, could not or did not transact any business in 1863 or 1864.

Filed July 25, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Gustave A. Le More, in behalf of G. A. Le More & Co., taken before John S. Hunt, United States vice-consul at Havre, France, as special commissioner, assisted by Thomas Taylor, United States despatch agent at Havre, France, as interpreter, on the 24th day of August, A. D. 1865.

1st int'y. State your name, age, residence, and occupation.

1st. To the first interrogatory he saith: That his name is Gustave Andre Le More; that he is 43 years of age, and that he resides at Havre, and is by occupation a merchant.

2d int'y. What connexion, if any, have you with the firm of G. A.
218 Le More & Co., of Havre, France?

2d. To the second interrogatory he saith: That he is the manager in the firm of G. A. Le More & Co., of Havre.

3d int'y. Are you acquainted with affairs and business of said firm? If so, state the means of your knowledge, and who composed said firm; and what control or management, if any, does Leontine Le More have in said firm?

3d. To the third interrogatory he saith: That he is well acquainted with the affairs and business of the said firm, inasmuch as he is head and active partner thereof. That his sister, Leontine Le More, is merely a silent partner in the said firm, and as such, does not exercise any control or management in the business of the house.

4th int'y. Do you know whether Jules Le More was ever appointed an agent of said firm to buy cotton in America? If you answer that he was, please produce copies of such letters of agency or appointement as
219 may have been furnished to him. State all you may know in reference to the matter.

4th. To the fourth interrogatory he saith: Yes; Jules Le More was appointed agent of his said house, for the purchase of cottons in America; that he was so appointed, at his own solicitation, as per his letter dated Matamoras, 20th May, 1863, a copy of which is here produced, marked A. That the document hereto annexed, marked B, is a copy of the letter of his said house of G. A. Le More & Co. appointing said Jules Le More their agent, and that the letter marked C is a true copy of that of his said firm to A. Tertrou, of Matamoras, likewise here produced, being a letter of credit, in favor of said Jules Le More, for the purchase of cottons in America. That these two last letters fully define the powers conferred on the said Jules Le More, and fully explain the business with which he was charged.

5th int'y. State whether or not the said firm had any correspondence or business transactions with the rebel government, its officers or
220 agents, or ever authorized any person for them, to correspond or transact any business with the rebel government, its officers or agents. Whether or not said firm ever, by themselves or their agents, furnished any supplies, gray cloth, munitions of war, or any article of commerce contraband of war. State all you may know on this subject.

5th. To the fifth interrogatory he saith: That the said firm of G. A. Le More & Co., nor any member thereof, never had any correspondence or business transactions with the rebel government, its officers or agents, nor ever authorized any person for them to correspond or transact any business with the rebel government, its officers or agents, nor ever by themselves or their agents furnished any supplies of gray cloth, munitions of war, or any articles

of commerce contraband of war, to the said rebel government, its officers or agents, and that he knows nothing whatever of the said rebel government, its officers or agents.

6th int'y. Has said firm ever been connected with the firm of Ed. Gantherin & Co., late of New Orleans, or ever held any partneship relations with said firm?

221 6th. To the sixth interrogatory he saith: That the house of G. A. Le More & Co. has never been interested in business with the firm of Ed. Gantherin & Co., late of New Orleans, nor ever held any partnership relations with the said firm.

7th int'y. State anything else you may know of material interest to any of the parties to this suit.

7th. To the 7th interrogatory he saith: That he knows nothing more.

Cross-interrogatories in behalf of the United States and naval captors:

Cross int'y 1st. State what interest you have in the result of this suit.

1st. To the first cross-interrogatory he saith: That, as the manager of the firm of G. A. Le More & Co., of Havre, he is interested in this
222 suit, the said house being the rightful owners and claimants of 830 bales of cotton and 323 bales of cotton in the cause at issue and now pending in the district court of the United States for the southern district of Illinois. That he proceeded to the United States in person last year in regard to these cottons, and had an interview with the honorable Wm. H. Seward, Secretary of State of the United States, at Washington, in connexion therewith, as also with the French minister at that city. That he had never crossed the Atlantic, and that the importance and gravity of the business in question alone induced him to undertake so long a voyage, and thus abandon momentarily the affairs of his firm at Havre.

Cross-int'y 2nd. If you state as to the business operations of G. A. Le More & Co. in buying cotton in America during the late rebellion, is such information derived from your knowledge of facts, or from what G. A. Le More & Co. may have told you?

2d. To the second cross-interrogatory he saith: That he derives his information from his personal knowledge of the affairs of his house.

223 Cross-int'y 3d. If you swear to letters, state whether such letters, to your own personal knowledge, are truly dated, or whether such letters bear a fictitious date.

3d. To the third cross-interrogatory he saith: That to his personal knowledge the letters produced by him, marked B and C, both dated July 24th, 1863, are truly dated, having been written and signed by him personally, in the name of his firm, and were on the same day copied into the press copy-book of his said house of G. A. Le More & Co.

Cross-int'y 4th When did you last see Jules Le More in France? and did he then have any connexion with the house of G. A. Le More & Co?

4th. To the fourth cross-interrogatory he saith: That Jules Le More was in France for the last time in 1861; that at that time he had no connexion whatever with the firm of G. A. Le More & Co., nor has he ever at any time been a partner or interested in any manner in the said firm.

224 Cross-int'y 5th. Is it not true that the agent of the so-called confederate government was in confidential business communication with firm of G. A. Le More & Co. during the late rebellion?

5th. To the fifth cross-interrogatory he saith: It is not true that the agent of the so-called Confederate government was in confidential business communication with the firm of G. A. Le More & Co. of Havre, during the late rebellion. That the said firm, nor any member of the same, has never

at any time seen or known any agent or agents of the so-called confederate government, or ever had any correspondence or business, direct or indirect, with the so-called confederate government, its agent or agents.

Cross-int'y 6th. State in what particular branch of commerce was the firm of G. A. Le More & Co. engaged, prior to the time they claim to have purchased cotton in America, through their agent, Jules Le More.

6th. To the sixth cross-interrogatory he saith: That the business of
225 G. A. Le More & Co. has always been of a uniform character, viz: commission business, the forwarding of goods, and the importation of American products, principally of cotton.

Cross-int'y 7th. Is it not true that Jules Le More has been, during several years prior to 1864, an active business man, doing business for himself both in this country and in France?

7th. To the seventh cross-interrogatory he saith: That prior to the year 1863, and not in 1864, Jules Le More was a partner in the house of Ed. Gantherin & Co., of New Orleans, and that that firm did business with France, but not in France.

Cross-int'y 8th. Did you ever know of Jules Le More acting as agent of G. A. Le More & Co. prior to 1864?

8th. To the eighth cross-interrogatory he saith: That for his answer to this cross-interrogatory he refers to his reply to the 4th direct interrogatory.

Cross-int'y 9th. When did you first hear of the claim of G. A. Le
226 More & Co. to the cotton now in controversy? and how did you hear of it?

9th. To the ninth cross-interrogatory he saith: That by letter received on the 24th of May, 1864, from E. N. Montardier, of New Orleans, dated 29th April, same year, he was informed that the cotton of his said house was seized; and that on the 26th May, 1864, he then, in the name of his said firm of G. A. Le More & Co., made and addressed his claim for said cottons direct to the Secretary of State of the United States, as also through the French government at Paris.

Cross-interrogatories in behalf of Withenbury & Doyle:

Cross-int'y 1st. State what goods were forwarded by said firm, or any member of it, to Ed. Gantherin & Co., New Orleans, Louisiana, or to any member of it, or their agent, in the years 1861, 1862 and 1863, or to Jules Le More; describe the goods, their quantity and their use?

1st. To the first cross-interrogatory he saith: That he does not fully understand it, but if it refers to the business transactions of Messrs.
227 Withenbury & Doyle, he does not know anything whatever connected with them or their business; but if it has reference to his firm of G. A. Le More & Co., of Havre, he knows that neither his said house nor any member thereof ever shipped any goods, of whatever nature or kind, to the house of Ed. Gantherin & Co., at New Orleans, Louisiana, nor to any member or agent of that firm, nor to Jules Le More, during the years 1861, 1862, and 1863.

Cross-int'y 2d. How were said goods paid for? Who paid? What was payment made in? If in draft, give the name of the drawer of the draft, its number, where drawn, on whom drawn, and to whose order. Annex the original, if in existence, or a true copy, certified by the officer taking this deposition. State to what point said goods were shipped, to whom shipped, and annex the bill of lading or other evidence of shipment; and also the letters or other evidence of the receipt of said goods.

2d. To the second cross-interrogatory he saith: That his reply to the preceding cross-interrogatory applies to this cross-interrogatory.

228 Cross-int'y 3d. If you, or said house of Le More & Co., or any one

for them, shipped any goods which were sold or traded by any one to the agents, servants, or officers of the so-called confederate government of America, or to that so-called government itself, please state of what the goods consisted; describe them minutely and the quality; please also say who paid for them, how payment was made, in what, and annex copies of the bills, or other evidence of payment; or state who was the drawee, who was the drawer, on what place drawn, where drawn, the date and the amount. Answer categorically each question.

3d. To the third cross-interrogatory he saith: That his said firm of G. A. Le More & Co., nor himself individually, nor his sister, Leontine Le More, nor any agent of his said firm, himself, or his said sister, never having shipped, sold, or traded to the agents, servants, or officers of the so-called confederate government of America, or to that so-called confederate government, any goods of whatever nature or kind; that he, therefore, cannot furnish the explanations demanded by this cross-interrogatory.

229 Cross-int'y 4th. If you, or said house of G. A. Le More & Co., sent any money to Jules Le More, in those years, to be used in the purchase of cotton, please say in what that money consisted, whether in coin or drafts, or bills of exchange; if in coin, annex copies of the receipt, or bill of lading, or other evidence of its shipment to him, or if in drafts or bills, annex them, or duplicates, or copies of them, or if unable to annex originals or copies, then give the names of the drawer, the drawee, the number, the date, the amount, and the place on which drawn.

4th. To the fourth cross-interrogatory he saith: That for his answer to this interrogatory he refers to the fourth direct interrogatory; that his said firm, of G. A. Le More & Co., paid for the cotton purchased for said house by its agent, Jules Le More, to the satisfaction of the sellers thereof, in proof of which they were delivered to the said agent, who had them in his custody several weeks prior to their seizure by the United States authorities.

Cross-int'y 5th. If you answer the fourth direct interrogatory that Jules Le More was the agent of said firm of Le More & Co., please state
230 how you knew he was, and from whom and at what time you first learned it? What sort of an agency was it? Was it general or special? How was it created, in writing or otherwise? Please produce the writing, and annex it to this cross-interrogatory. When was it made and executed? Who wrote it, and who signed it, and were you present when it was so made and executed? If you produce letters of agency, or on any subject, state what you know of their genuineness, and who wrote them, and when were they written, and were you present when they were written?

5th. To the fifth cross-interrogatory he saith: That he refers to his reply to the 4th direct interrogatory, and to the copies of the letters produced by him for his answer to this interrogatory.

Cross-int'y 6th. What interest have you in the result of this suit?

6th. To the sixth cross-interrogatory he saith: That his reply to this interrogatory will be found in his answer to the first cross-interrogatory in behalf of the United States and naval captors.

231 Cross-in'ty 7th. What interest has Jules Le More in the subject matter of this suit? What interest has he in the business of G. A. Le More & Co.? and what had he in or about the middle of March, or in April, 1864?

7th. To the seventh cross-interrogatory he saith: That Jules Le More has no interest whatever in the result of the suit in question; and that he has no interest in the business of the house of G. A. Le More & Co., nor did he have any interest in the business of the said firm in the middle of March or April of the year 1864.

Cross-in'ty 8th. State the extent of the cash means of said firm of G. A. Le More & Co. during the years 1861, 1862, 1863, and 1864, your means of information, and how you derived it.

8th. To the eighth cross-interrogatory he saith: That he considers that no one has the right to put such a question to him; that his cash means and those of his house have always been such as to enable his firm to do honor to all its commercial transactions.

Cross-int'y 9th. Was Leontine Le More a full, active member of the
232 firm, and what were her cash means? Did she have any interest in furnishing any goods to the confederate government?

9th. To the ninth cross-interrogatory he saith: That Leontine Le More being a silent partner in the firm of G. A. Le More & Co., of Havre, she cannot, according to the laws of France, take any active part in the business transactions of the firm, or interfere in any way with them; and that she, to his positive knowledge, has never had any interest of any kind in furnishing any goods to the confederate government.

Cross-int'y 10th. State whether this firm had any interest in any shipment of any gray cloth to Havana or Matamoras in the years 1861 or 1862, and which was sold or delivered to the agents, officers, or servants of the so-called confederate government; who, in America, made the purchase, to whom sold, for how much, and how was it paid for; and to whom delivered, and at what place delivered, and how did it reach that place, whether by ships or otherwise. State which.

10th. To the last cross-interrogatory he saith: That this said firm
233 of G. A. Le More & Co. never had any interest in any shipment of gray cloth to Havana or Matamoras in years 1861 or 1862, nor at any other time, and consequently he is unable to reply *to reply* to the remainder of this interrogatory.

Filed Sept. 11th, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit A, referred to in deposition of Gustave A. Le More.

[Copie.—Via Havana.]

MATAMORAS, 20 *Mai*, 1863.

Messieurs G. A. Le More & Co., Havre.

MESSIEURS ET AMIS: Ainsi que vous en avez ete informes j'ai quitte la Nouvelle-Orleans il y a quelques semaines n'y voyant plus rien a y faire de longtemps, et je suis venu de ce cote-ci voir s'il n'y aurait pas quelques operations cotonnieres a etablir.

D'apres ce que j'ai pu deja observer il doit d'avoir de l'argent a gagner
234 non pas seulement achetant du coton mais en allant surtout l'interieur du Texas, et jusque dans la haute Louisiane, les frais de deplacement et transport quoique tres eleves etant compenses largement par le cout primitif.

Dans l'espoir que vous voudrez bien utiliser mes services, je ne vous chargerais qu'une commission d'achat de 5 pr. ct. tandis qu'il y a des personnes qui chargent 7½ pr. ct. demeurant ou les achats se font hors de Matamoras.

J'ai fait ici la connaissance de M. A. Tertrou qui s'occupe d'affaires avec l'interieur du Mexique et avec la Havane. Il m'a donné a comprendre que par son intermediaire il serait facile de se procurer les fonds necessaires aux achats pour votre compte moyennant commission d'avances et un interet de 8 pr. ct. jusqu'a l'epoque de l'embarquement des cotons, epoque a la quelle on se rembourserait sur vous payable a 60 jours de vue dans Londres ou Paris.

Pour votre gouverne les sterlings sont d'un placement plus facile et generalement plus avantageux que les francs.

On peut actuellement calculer ici rendre abord du navire le middling a environ 32 cents en or. J'estime que pour rendre du coton au Havre
235 via Havana il faudrait ajouter 10 cents par lb. environ.

En achetant suffisamment pour le chargement d'un navire qu'on pourrait facilement faire venir de la Havane, cela ne couterait gueres que 5 a 6 cents. Vous pourrez m'addresser vos lettres voie de la Havane aux soins ou sous couvert de MM. V. Pretat & Co., de Matamoras.

C'est la maniere la plus prompte et a-peu-pres la plus sure de me faire parvenir vos lettres. Il n'y a rien a faire ici pour l'importation Française; la place est encumbres de marchandises de toutes sortes, et beaucoup d'articles pourraient etre achetes au dessous du prix coutant des ports d'exportation, les fluctuations sont incroyables. A mon arrivee ice la farine se payait jusqu' a $70 le baril, aujourd'hui on trouve difficilement preneur a $30.

Les bois seuls toujours recherches par suite de l'accroissement extraordinaire de population que prend cette ville ce qui necessite de constructions de maisons de tous cotes.

Sans plus et dans l'attente d'une response favorable de votre part,
236 je vous salue. Messieurs et amis, bien affectueusement,

(Signe) JULES LE MORE.

Filed Sept. 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy.—Via Havana.—Translation.]

MATAMORAS, 20*th May*, 1863.

Messrs. G. A. Le More & Co., Havre.

GENTLEMEN AND FRIENDS: As you have been informed, I have quitted New Orleans some weeks since, not seeing, for a long time, anything more to do there, and I have come in this direction to see if there should not be some operations in cotton to establish.

After what I have been already able to observe, there must be money to be made, not only in buying cotton on deposit here, but in going, especially, into the interior of Texas, and even into upper Louisiana; the expenses of deposit and transport, although very high, being largely compensated by the first cost.

In the hope that you would please to avail of my services, I would
237 only charge you a buyer's commission of 5 per cent., while there are persons who charge 7½ per cent. from the moment when the purchases are made outside of Matamoras.

I have made here the acquaintance of Mr. A. Tertrou, who is engaged in business with the interior of Mexico and with Havana.

He has given me to understand that, by his intervention, it would be easy to procure funds necessary for the purchases for your account by means of a commission upon advances and an interest at 8 per cent. until the time of the shipment of the cotton, at which time they would be reimbursed upon you, payable at 60 days' sight in London or Paris.

For your government, sterling bills are of a more easy disposal and more generally advantageous than francs.

It can be actually calculated here that the middling can be delivered on ship-board at about 32 cents in gold.

I estimate that to deliver cotton at Havre, via Havana, about 10
238 cents per pound must be added. In buying enough to load a vessel, which may be easily caused to come from Havana, that would hardly cost but 5 to 6 cents.

You can address me your letters by the way of Havana, to the care or under cover of Messrs. J. Pretat & Co., of Matamoras. This is the most prompt, and almost the surest, manner of making your letters reach me.

There is nothing to do here in the way of French importations; the place is filled with goods of all sorts, and many articles could be bought below the cost price at the ports of exportation. The fluctuations are incredible.

At my arrival here, flour cost about 70 dollars a barrel, and to-day takers at 30 dollars are found with difficulty.

Timber only is always in demand, by reason of the extraordinary increase of population which this city receives, and which makes necessary the building of houses on all sides.

Without more, and awaiting a favorable response on your part, I salute you, gentlemen and friends, very affectionately.

(Signed) JULES LE MORE.

Exhibit B, referred to in deposition of Gustave A. Le More.

239 [Copie de lettres No. 30, folio 145.]

HAVRE, 24 *Juillet*, 1863.

Monsieur Jules Le More, Matamoras.

MONSIEUR: Nous venons par ces presentes vous autoriser a faire pour notre compte des achats de coton a Matamoras, dans le Texas, et dans la haute Louisiane, n'excedant pas (2,500 bls.) deux mille cinq cents balles pour metre vendues en Europe a deux francs cinquante centimes le demi-kilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une lettre vous accreditant aupres de Monsieur A. Tertrou pour faire face aux dits achats. Nous tenons beaucoup a ce que les tirages sur nous ne se fassent qu'au moment de l'expedition des cotons, et comme il est a notre connaissance qu'au Mexique on peut se procurer de l'argent a interet moyennant une commission, vous devez prendre tous les arrangements necessaires pour profiter de cette facilite; une commission meme un peu forte payee par cette operation nous parait
240 preferable aux inconvenients d'un long decouvert en Europe.

Nous ne nous etendons pas davantage a cet egard, ayant pleine confiance dans l'habilite de vos agissements que nous sanctionnons a l'avance.

Nous vous presentons, monsieur, nos salutations empressees,

(Signe) G. A. LE MORE & Co.

Filed September 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 145.—Translation.]

HAVRE, 24 *July*, 1863.

Mr. Jules Le More, Matamoras.

SIR: We come by these presents to authorize you to make for our account purchases of cotton at Matamoras, in Texas, and in upper Louisiana, not exceeding (2,500 bls.) two thousand five hundred bales, to be delivered in Europe, at two francs and fifty centimes the half kilogramme, your commission of five per cent. included, for Liverpool middling class.

Under this cover we send you a letter accrediting you with Mr. A.
241 Tertrou, to meet said purchases.

We are very anxious that these drafts on us should not be made until the moment of the despatch of the cottons, and as it is within your

knowledge that in Mexico money can be procured upon interest, by means of a commission, you ought to make all the necessary arrangements to avail of this facility.

A commission, even a little high, paid in this operation, appears to us preferable to the inconveniences of lying long out of the funds in Europe.

We do not say more upon this point, having full confidence in the skill of your proceedings, which we sanction in advance.

We present you, sir, our earnest salutations.

G. A. LE MORE & CO.

Exhibit C, referred to in deposition of Gustave A. Le More.

[Copie de lettres No. 30, folio 146.]

HAVRE, 24 *Juillet*, 1863.

Monsieur A. Tertrou, Matamoras.

MONSIEUR : Notre agent, M. Jules Le More, se rendant au Mexique
242 et dans la haute Louisiane, pour effectuer des achats de coton pour notre compte, nous venons par ces présentes l'accrediter aupres de vous pour le remboursement desdits achats, il s'entendra avec vous a cet egard et nous sanctionnons d'avance les engagements qu'il pourra prendre avec vous, soit que vous lui fassiez des avances pour notre compte en compte courant a un interet n'excedant pas 6 pr. ct. l'an, et une commission de decouvert a debattre entre lui et vous, soit que vous vous remboursiez sur nous payable dans Paris ou dans Londres au fur et a mesure de l'echeance de ces traites pour notre compte.

Nous vous presentons, monsieur, nos civilites empressees,

(Signe) G. A. LE MORE & CO.

Filed Sept. 11, 1865.

GEO. P BOWEN, *Clerk.*

[Copy of letters No. 30, folio 146.—Translation.]

HAVRE, *July* 24, 1863.

Mr. A. Tertrou, Matamoras.

SIR : Our agent, Mr. Jules Le More, going to Mexico and into upper
243 Louisiana to make purchases of cotton for our account, we come by these presents to accredit him with you for the reimbursement of said purchases. He will come to an understanding with you on this subject, and we sanction in advance the engagement which he will make with you, whether you shall make advances for our account in account current, at an interest not exceeding six per cent. per annum, and a commission for advances uncovered, to be settled between him and you, or whether you reimburse yourself upon us by bills payable in Paris or in London, as his bills for our account fall due.

We present you, sir, our earnest courtesies.

(Signed) G. A. LE MORE & CO.

Deposition of Charles Hardouin, in behalf of G. A. Le More & Co., taken before John S. Hunt, United States vice-consul, at Havre, France, as special commissioner, assisted by Thomas Taylor, United States despatch agent at Havre, France, as interpreter, on the 24th day of August, A. D. 1865.

244 1st int'y. State your name, age, residence, and occupation.

1st. To the first interrogatory he saith : That his name is Charles Hardouin ; that he is 40 years of age ; is a resident of Havre, France, and a bookkeeper by occupation.

2d int'y. What connexion, if any, have you with the firm of G. A. Le More & Co., of Havre, France?

2d. To the second interrogatory he saith: That he is a cashier and book keeper in the firm of G. A. Le More & Co., of this city, and has been in their employ as such for over nine years.

3d int'y. Are you acquainted with affairs and business of said firm? If so, state the means of your knowledge, and who composed said firm, and what control or management, if any, does Leontine Le More have in said firm.

3d. To third interrogatory he saith: That he is well acquainted with the affairs and business of the said house, being book-keeper and cashier of said firm. That Mr. Gustave A. Le More is the head or manager of the
245 business of said house, and Leontine Le More only a silent or limited partner thereof, and that they alone compose said firm.

4th int'y. Do you know whether Jules Le More was ever appointed an agent for said firm, to buy cotton in America? If you answer that he was, please produce copies of such letters of agency or appointment as may have been furnished to him. State all you may know in reference to the matter.

4th. To the fourth interrogatory he saith: That he does know that Jules Le More was appointed agent of said firm for the purchase of cotton in America. That his knowledge of this fact is derived from a letter received by said house from said Jules Le More, requesting to be appointed as agent of said firm, a true copy of which is here produced, marked D, and, further, from the letter of said firm in reply thereto, dated 24th July, 1863, appointing said Jules Le More its agent; a true copy of this letter, as copied at the time in the press letter-book of said house, is also produced, and marked E; that he knows nothing more.

246 5th int'y. State whether or not the said firm ever had any correspondence or business transactions with the rebel government, its officers or agents; or ever authorized any person for them to correspond or transact any business with the rebel government, its officers or agents; whether or not said firm ever, by themselves or their agents, furnished any supplies, gray cloth, munitions of war, or any article of commerce contraband of war. State all you may know on this subject.

5th. To the fifth interrogatory he saith: That to his personal knowledge said house of G. A. Le More & Co. never had any correspondence or business transactions with the rebel government, its officers or agents, nor did the said firm ever authorize any person to correspond or transact business with the rebel government, its officers or agents, and that said house never furnished any supplies, gray cloth, munitions of war, or any other articles of commerce to the rebel government, its officers or agents. This is all he knows relative to the matter.

247 6th int'y. Has said firm ever been connected with the firm of Ed. Gantherin & Co., late of New Orleans, or ever held any partnership relations with said firm?

6th. To the sixth interrogatory he saith: That to his knowledge the house of G. A. Le More & Co. has never been connected or held partnership relations with the house of Ed. Gantherin & Co., late of New Orleans.

7th int'y. State anything else you may know of material interest to any of the parties of this suit.

7th. To the last interrogatory he saith: That he knows nothing further connected with the subject.

Cross-interrogatories in behalf of the United States and naval captors:

Cross-int'y 1st. State what interest you have in the result of this suit.

1st. To the first cross-interrogatory he saith: That he has no interest whatever in the result of this suit.

248 Cross-int'y 2d. If you state as to the business operations of G.

A. Le More & Co., in buying cotton in America during the late rebellion, is such information derived from your knowledge of facts, or from what G. A. Le More & Co. may have told you?

2d. To the second cross-interrogatory he saith: That he derives his information from his personal knowledge of the affairs of the house.

Cross-int'y 3d. If you swear to letters, state whether such letters, to your own personal knowledge, are truly dated, or whether such letters bear a fictitious date.

3d. To the third cross-interrogatory he saith: That to his personal knowledge, the letter dated 24th July, 1863, appointing Jules Le More agent of said firm, for the purchase of cottons in America, is truly dated.

Cross-int'y 4th. When did you last see Jules Le More in France? and did he then have any connexion with the house of G. A. Le More & Co.?

249 4th. To the fourth cross-interrogatory he saith: That he saw Jules Le More for the last time in France in the latter part of the year 1861, and that he knows positively from the books of the firm of G. A. Le More & Co. that Jules Le More, at that time, had no connexion with said firm, nor at any time previous.

Cross-int'y 5th. Is it not true that the agents of the so-called confederate government were in confidential business communication with firm of G. A. Le More & Co. during the late rebellion?

5th. To the fifth cross-interrogatory he saith: That he knows from the books of the firm that no agent or officers of the so-called confederate government ever had any communications, or relations, or business transactions with the said house of G. A. Le More & Co., or with any member composing said firm.

Cross-int'y 6th. State in what particular branch of commerce was the firm of G. A. Le More & Co. engaged, prior to the time they claim to have purchased cotton in America, through their agent Jules Le More.

250 6th. To the sixth cross-interrogatory he saith: That since he has been in the employ of the said house as book-keeper, the business of the firm has always been commission business, the forwarding of goods and importation, principally of cottons; and that in the year 1860 the said house received upwards of 5,000 bales of cotton for their own account.

Cross-int'y 7th. Is it not true that Jules Le More has been, during several years prior to 1864, an active business man, doing business for himself, both in this country and in France?

7th. To the seventh cross-interrogatory he saith: That he knows nothing at all about the business of Jules Le More, prior to the time he was appointed agent of the house of G. A. Le More & Co., for the purchase of cotton in America.

Cross-int'y 8th. Did you ever know of Jules Le More acting as agent of G. A. Le More & Co. prior to 1864?

251 8th. To the eighth cross-interrogatory he saith: Yes. In the year 1863, when said Jules Le More was appointed agent of G. A. Le More & Co., of Havre.

Cross-int'y 9th. When did you first hear of the claim of G. A. Le More & Co. to the cotton now in controversy, and how did you hear of it?

9th. To the last cross-interrogatory he saith: That he first heard of it by a letter received by said firm of G. A. Le More & Co. from the United States, about the 24 of May, 1864, announcing the seizure of cottons purchased by their agent, and by the letter of said house, dated 26th May, 1864, to Mr. William H. Seward, Secretary of State, at Washington, making claim for the cotton seized, as well as by letters of said firm to their correspondents in New York and New Orleans, transmitting them documents connected with the purchases of the cottons seized.

Cross-interrogatories in behalf of Withenbury & Doyle:

252 Cross-int'y 1st. State what goods were forwarded by said firm, or any member of it, to Ed. Gantherin & Co., New Orleans, Louisiana, or to any member of it, or their agent, in the years 1861, 1862, and 1863, or to Jules Le More; describe the goods, the quantity, and their use.

1st. To the first cross-interrogatory he saith: That the said firm of G. A. Le More & Co., nor any member thereof, never forwarded, or caused to be forwarded, to Ed. Gantherin & Co., at New Orleans, Louisiana, or to any member or agent of said house, or to Jules Le More, in the years 1861, 1862, and 1863, any merchandise of whatsoever nature or kind.

Cross-in'ty 2d. How were said goods paid for? Who paid? What was payment made in? If in draft, give the name of drawee of the draft, its number, where drawn, on whom drawn, and to whose order; annex the original, if in existence, or a true copy, certified by the officer taking this deposition. State to what point said goods were shipped, and annex the bill of lading or other evidence of shipping, and also the letters or other evidence of the receipt of said goods.

253 2d. To second cross-interrogatory he saith: That no shipment of goods having been made by said firm of G. A. Le More & Co., he has nothing to reply to this interrogatory.

Cross-int'y 3d. If you or said house of Le More & Co., or any one for them, shipped any goods which were sold or traded by any one to the agents, servants, or officers of the so-called confederate government of America, or to that so-called government itself, please state of what the goods consisted, describe them minutely, and the quality. Please also say who paid for them, how payment was made, in what, and annex copies of the bills, or other evidence of payment, or state who was the drawee, who the drawer, the date and the amount? Answer categorically each question.

3d. To the third cross-interrogatory he saith: That he has nothing to say in reply to this interrogatory.

Cross-int'y 4th. If you, or said house of G. A. Le More & Co., sent any money to Jules Le More in those years, to be used in the purchase of cotton, please say in what that money consisted, whether in coin or drafts,

254 or bills of exchange. If in coin, annex copies of the receipt or bill of lading, or other evidence of its shipment to him; or if in drafts or bills, annex them, or duplicates or copies of them, or if unable to annex originals or copies, then give the names of the drawer, the drawee, the number, the date, the amount, and the place on which drawn.

4th. To the fourth cross-interrogatory he saith: That he knows that Jules Le More was referred to A. Tertrou, at Matamoras, by letter to him from said G. A. Le More & Co., dated July 24th, 1863, for the payment of all cottons that might be purchased by the said Jules Le More, for account of said firm; a true copy of this letter is produced herewith, marked F.

Cross-int'y 5th. If you answer the fourth direct interrogatory, that Jules Le More was the agent of said firm of G. A. Le More & Co., please state how you know he was, from whom and at what time you first learned it, what sort of an agency was it—was it general or special? How was it created,

255 in writing or otherwise? Please produce the writing and annex it to this cross-interrogatory. When was it made and executed, who wrote it, and who signed it, and were you present when it was so made and executed? If you produce letters of agency, or on any subject, state what you know of their genuineness, and who wrote them, and when they were written, and was you present when they were written?

5th. To the fifth cross-interrogatory he saith: That Jules Le More was appointed agent of the firm of G. A. Le More & Co., by a letter dated 24th July, 1863, signed by G. A. Le More, in the name of said firm, G. A. Le More & Co.;

that this letter was written in his presence by said G. A. Le More, and was afterwards by him personally copied into the press letter-book of said house on the day of the date thereof, and that the copy of the same already produced by him, marked E, fully defines the powers conferred on said Jules Le More as agent of said firm, and that the same is true as respects the letter of said house, dated and bearing same date, to A. Tertrou, at Matamoras, accrediting Jules Le More, as agent of said firm, G. A. Le More & Co.

256 Cross-int'y 6th. What interest have you in the result of this suit?

6th. To the sixth cross-interrogatory he saith: That he has no interest whatever in the result of this suit.

Cross-int'y 7th. What interest has Jules Le More in the subject-matter of this suit? What interest has he in the business of G. A. Le More & Co.? and what had he in or about the middle of March or in April, 1864.

7th. To the seventh cross-interrogatory he saith: That Jules Le More has likewise no interest in the result of this suit; that he has no interest in the business of G. A. Le More & Co., and that he had none whatever in the middle of March or April, 1864.

Cross-int'y 8. State the extent of the cash means of said firm of G. A. Le More & Co., during the years of 1861, 1862, 1863, and 1864; your means of information, and how you derived it.

8th. To the eighth cross-interrogatory he saith: That holding the position he does in the house of G. A. Le More & Co., he does not consider

257 himself at liberty to reply to this interrogatory, but that the said house has always had sufficient funds at his disposal to meet all its engagements.

Cross-int'y 9th. Was Leontine Le More a full, active member of the firm, and what was her cash means? Did she have any interest in furnishing any goods to the confederate government?

9th. To the ninth cross-interrogatory he saith: That Leontine Le More, being a silent partner in the firm of G. A. Le More & Co., never had any control of the business of the house, French law preventing her from taking any active part therein. That he knows nothing at all about her private fortune, and that she never had any interest in furnishing any goods to the confederate government.

Cross-int'y 10th. State whether this firm had any interest in any shipment of gray cloth to Havana or Matamoras, in the year 1861, or 1862, and which was sold or delivered to the agents, officers, or servants of the so-called confederate government. Who in America made the purchase? To whom

258 sold? For how much? and how was it paid for, and to whom delivered, and at what place delivered, and how did it reach that place, whether by ships or otherwise? State which.

10th. To the last cross-interrogatory he saith: That to his knowledge the firm of G. A. Le More & Co. never had any interest in any shipment of gray cloth to Havana or Matamoras, in the year 1861, or 1862; and that he can say nothing in reply to the remaining portion of this interrogatory.

Filed Sept. 11, 1865.

GEO. P. BOWEN, *Clerk*.

Exhibit D, referred to in deposition of Charles Hardouin.

[Copie—Via Havana.]

MATAMORAS, *Mai* 20, 1863.

Messieurs. G. A. Le More & Co., Havre.

MESSIEURS ET AMIS: Ainsi que vous en avez ete informes, j'ai quitte la Nouvelle Orleans il y a quelques semaines, n'y voyant plus rien a y faire de longtemps, et je suis venu de ce cote-ci voir s'il n'y aurait pas
259 quelques operations cotonnieres a etablir. D'apres ce que j'ai pu deja observer, il doit y avoir de l'argent a gagner, non pas seulement achetant du coton, mais en allant surtout l'interieur du Texas, et jusque dans la haute Louisiane, les frais de deplacement et transport, quoique tres eleves, etant compenses largement par le cout primitif.

Dans l'espoir que vous voudrez bien utiliser mes services, je ne vous chargerais qu'une commission d'achat de 5 pr. ct., tandis qu'l y a des personnes qui chargent 7½ pr. ct. du moment ou les achats se font hors de Matamoras.

J'ai fait ici la connaissance de M. A. Tertrou, qui s'occupe d'affaires avec l'interieur du Mexique et avec la Havane. Il m'a donna a comprendre que par son intermediaire il serait facile de se procurer les fonds necessaires aux achats pour votre compte moyennant commission d'avances et un interet de 8 pr. ct. jusqu'a l'epoque de l'embarquement des cotons, epoque a laquelle on se rembourserait sur vous payable a 60 jours de vue dans Londres ou Paris.

Pour votre gouverne, les sterlings sont d'un placement plus facile et generalement plus avantageux que les franca. On peut actuellement
260 calculer ici vendre a bord du navire le middling a environ 32 cents en or. J'estime que pour vendre du coton au Havre via Havana, il faudrait ajouter 10 cents par lb. environ.

En achetant suffisamment pour le chargement d'un navire qu'on pourrait facilement faire venir de la Havane, cela ne couterait guere que 5 a 6 cents.

Vous pourrez m'adresser vos lettres, voie de la Havane, aux soins ou sous couvert de MM. V. Pretat & Co., de Matamoras, c'est la maniere la plus prompte et a peu pres la plus sure de me faire parvenir vos lettres. Il n'y a rien a faire ici pour l'importation francaise, la place est encombree de marchandises de toutes sortes, et beaucoup d'articles pourraient etre achetes au dessous du prix coutant des ports d'exportations, les fluctuations sont incroyables. A mon arrivee ici, la farine se payait jusqu'a $70 le baril, aujourd'hui on trouve difficilement preneur a $30. Les bois seuls sont toujours recherches par suite de l'accroissement extraordinaire de population que prend cette ville, ce qui necessite des constructions de maisons de tous cotes.

Sans plus, et dans l'attente d'une reponse favorable de votre part,
261 je vous salue, messieurs et amis, bien affectueusement,

(Signe) JULES LE MORE.

Filed Sept. 11th, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy.—Via Havana.—Translation.]

MATAMORAS, 20*th May*, 1863.

Messrs. G. A. Le More & Co., Havre.

GENTLEMEN AND FRIENDS: As you have been informed, I have quitted New Orleans, some weeks since, not seeing, for a long time, anything more to do there, and I have come in this direction to see if there should not be some operations in cotton to establish.

After what I have been already able to observe, there must be money to be made, not only in buying cotton on deposit here, but in going, especially, into the interior of Texas, and even into upper Louisiana.

The expenses of deposit and transport, although very high, being largely compensated by the first cost.

In the hope that you would please to avail of my services, I would
262 only charge you a buyer's commission of five per cent., while there are persons who charge 7½ per cent., from the moment when the purchases are made outside of Matamoras.

I have made here the acquaintance of Mr. A. Tertrou, who is engaged in business with the interior of Mexico, and with Havana. He has given me to understand that by his intervention it would be easy to procure funds necessary for the purchases for your account, by means of a commission upon advances, and an interest at 8 per cent., until the time of the shipment of the cotton, at which time they would be reimbursed upon you, payable at 60 days' sight, in London or Paris. For your government, sterling bills are of a more easy disposal, and more generally advantageous than francs.

It can be actually calculated here, that the middling can be delivered on shipboard at about 32 cents in gold.

263 I estimate that to deliver cotton at Havre, via Havana, about 10 cents per pound must be added. In buying enough to load a vessel, which may be easily caused to come from Havana, that would hardly cost but 5 to 6 cents.

There is nothing to do here in the way of French importations; the place is filled with goods of all sorts, and many articles could be bought below the cost price at the ports of exportation. The fluctuations are incredible. At my arrival here, flour cost about 70 dollars a barrel, and to-day takers at $30 dollars are found with difficulty.

Timber only is always in demand, by reason of the extraordinary increase of population which this city receives, and which makes necessary the building of houses on all sides.

Without more, and awaiting a favorable response on your part, I salute you, gentlemen and friends, very affectionately,

(Signed) JULES LE MORE.

Exhibit E, referred to in deposition of Charles Hardouin.

264 [Copie de lettres No. 30, folio 145.]

HAVRE, 24 *Juillet*, 1863.

Monsieur Jules Le More, Matamoras.

MONSIEUR: Nous venons par ces presentes vous autoriser a faire pour notre compte des achats de coton a Matamoras, dans le Texas, et dans la h'te Louisiane n'excedant pas (2,500 bls.) deux mille cinq cents balles pour etre rendues en Europe a deux francs cinquante centimes le demi kilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une letre vous accreditant aupres de Monsieur A. Tertrou, pour faire face aux dits achats. Nous tenons beaucoup a ce les tirages sur nous ne se fassent qu'au moment de l'expedition des cotons, et comme il est a notre connaissance qu'au Mexique on peut se procurer de l'argent a interet moyennant une commission vous devez prendre tous les arrangements necessaires pour profiter de cette facilite une; commission meme un peu forte payee par cette operation nous parait preferable aux inconvenients d'un long decouvert en Europe.

265 Nous ne nous etendons pas davantage a cet egard ayant pleine confiance dans l' habilite de vos agissements que nous sanctionnons a l'avance.

Nous vous presentons, monsieur, nos salutations impressees.

(Signe) G. A. LE MORE & CO.

Filed Sept. 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 145.—Translation.]

HAVRE, 24*th July*, 1863.

Mr. Jules Le More, Matamoras.

SIR: We come by these presents to authorize you to make for our account purchases of cotton at Matamoras, in Texas, and in upper Louisiana, not exceeding (2,500 bls.) two thousand five hundred bales, to be delivered in Europe at two francs and fifty centimes the half kilogramme, your commission of five per cent. included, for Liverpool middling class.

Under this cover we send you a letter accrediting you with Mr. A. Tertrou, to meet said purchases. We are very anxious that these drafts on
266 us should not be made until the moment of the despatch of the cottons, and as it is within your knowledge that in Mexico money can be procured upon interest by means of a commission, you ought to make all the necessary arrangements to avail of this facility. A commission, even a little high, paid in this operation, appears to us preferable to the inconveniences of lying long out of the funds in Europe.

We do not say more upon this point, having full confidence in the skill of your proceedings, which we sanction in advance.

We present you, sir, our earnest salutations.

(Signed) G. A. LE MORE & CO.

Exhibit F, referred to in deposition of Charles Hardouin.

[Copie de lettres No. 30, folio 146.]

HAVRE, 24 *Juillet*, 1863.

Monsieur A. Tertrou, Matamoras.

MONSIEUR: Notre agent, Mons'r Jules Le More, se rendant au Mexique et dans la h'te Louisiane, pour effectuer des achats de coton pour notre compte, nous venons par ces presentes l'accrediter aupres de vous pour le
267 reimbursement des dits achats. Il s'entendra avec vous a cet egard et nous sanctionnons d'avance les engagements qu'il pourra prendre avec vous soit que vous lui fassiez des avances pour notre compte en compte courant a un interet n'excedant pas 6 pr. ct. l'an, et une commission de decouvert a debattre entre lui et vous, soit que vous, nous remboursiez sur nous payable dans Paris ou dans Londres, au fur et a mesure de l'echeance de ses traites pour notre compte.

Nous vous presentons, monsieur, nos civilites empressees.

(Signe) G. A. LE MORE & CO.

Filed Sept. 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 146.—Translation.]

HAVRE, *July* 24, 1863.

Mr. A. Tertrou, Matamoras.

SIR: Our agent, Mr. Jules Le More, going to Mexico and into upper Louisiana, to make purchases of cotton for our account, we come, by
268 these presents, to accredit him with you for the reimbursement of said purchases. He will come to an understanding with you on this subject, and we sanction in advance the engagement which he will make with you, whether you shall make advances for our account, in account current, at an interest not exceeding six per cent. per annum, and a commission for advances uncovered, to be settled between him and you, or whether you reimburse yourself upon us by bills payable in Paris or in London, as his bills for our account fall due.

We present you, sir, our earnest courtesies.

(Signed) G. A. LE MORE & CO.

Deposition of Henry Geffray, in behalf of G. A. Le More & Co., taken before John S. Hunt, United States vice-consul at Havre, France, as special commissioner, assisted by Thomas Taylor, United States despatch agent at Havre, France, as interpreter, on the 24th day of August, A. D. 1865.

1st int'y. State your name, age, residence, and occupation.

1st. To the first interrogatory he saith: That his name is Henry
269 Geffray; that he resides at Havre, and that he is an out-door clerk by occupation.

2d int'y. What connexion, if any, have you with the firm of G. A. Le More & Co., of Havre, France?

2d. To the second interrogatory he saith: That he is an outdoor clerk to the said house of G. A. Le More & Co., and has been in their employ as such for the last seven years.

3d int'y. Are you acquainted with affairs and business of said firm? If so, state the means of your knowledge, and who composed said firm, and what control or management, if any, does Leontine Le More have in said firm?

3d. To the third interrogatory he saith: That he is acquainted with the affairs and business of said firm, but more particularly with the out-door business; that the house is composed of Mr. G. A. Le More, the manager thereof, and of Leontine Le More, his sister, as a silent partner.

270 4th int'y. Do you know whether Jules Le More was ever appointed an agent of said firm to buy cotton in America? If you answer that he was, please produce copies of such letters of agency or appointment as may have been furnished to him? State all you may know in reference to the matter?

4th. To the fourth interrogatory he saith: That he knows that Jules Le More was appointed agent of G. A. Le More & Co., of Havre, for the purchase of cotton in America, by a letter of said firm dated 24th July, 1863, a copy of which is here produced, marked H.

5th int'y. State whether or not the said firm ever had any correspondence or business transactions with the rebel government, its officers or agents, or ever authorized any person for them to correspond or transact any business with the rebel government, its officers or agents; whether or not said firm ever, by themselves or their agents; furnished any supplies, gray cloth, munitions of war, or any article of commerce contraband of war. State all you may know on this subject.

271 5th. To the fifth interrogatory he saith: That he has no knowledge

or any correspondence or business transactions having taken place between the firm of G. A. Le More & Co., of Havre, and the rebel government, its officers or agents, or that said firm ever authorized any person for them to correspond or transact any business with the rebel government, its officers or agents, and that, from his position as shipping or out-door clerk, said firm could not have furnished any supplies of gray cloth, or any other article of commerce whatever, to the confederate government or its agents without his knowledge.

6th int'y. Has said firm ever been connected with the firm of Ed. Gantherin & Co., late of New Orleans, or ever held any partnership relations with said firm?

6th. To the sixth interrogatory he saith: That he has no knowledge, nor does he believe that the said firm ever held any partnership relations, or was interested in business with the house of Ed. Gantherin & Co., late of New Orleans.

272 7th int'y. State anything else you may know of material interest to any of the parties to this suit?

7th. To the last interrogatory he saith: That he knows nothing.

Cross-interrogatories in behalf of the United States and naval captors:

Cross-int'y 1st. State what interest you have in the result of this suit.

1st. To the first cross-interrogatory he saith: That he has no interest whatever.

Cross-int'y 2d. If you state as to the business operations of G. A. Le More & Co., in buying cotton in America during the late rebellion, is such information derived from your knowledge of facts, or from what G. A. Le More & Co. may have told you?

2d. To the second cross-interrogatory he saith: That his knowledge is solely derived from the letter books of the firm of G. A. Le More & Co.

273 Cross-int'y 3d. If you swear to letters, state whether such letters, to your own personal knowledge, are truly dated, or whether such letters bear a fictitious date?

3d. To the third cross-interrogatory he saith: That to his personal knowledge the letters are truly dated.

Cross-int'y 4th. When did you last see Jules Le More in France, and did he then have any connexion with house of G. A. Le More & Co.?

4th. To the fourth cross-interrogatory he saith: That he saw Jules Le More for the last time in France in the year 1861, and that at that time, to his knowledge, Jules Le More had no connexion whatever with the firm of G. A. Le More & Co., of Havre.

Cross-int'y 5th. Is it not true that the agents of the so-called confederate government were in confidential business communications with the firm of G. A. Le More & Co., during the late rebellion?

274 5th. To the fifth cross-interrogatory he saith: That to his personal knowledge it is not true that any agent of the confederate government was in confidential business communications with the firm of G. A. Le More & Co., during the late rebellion.

Cross-int'y 6th. State in what particular branch of commerce was the firm of G. A. Le More & Co. engaged, prior to the time they claim to have purchased cotton in America, through their agent, Jules Le More.

6th. To the 6th cross-interrogatory he saith: That since he has been in the house the business has always been composed of commission business, the forwarding of goods and the importation of cotton principally.

Cross-int'y 7th. Is it not true that Jules Le More has been, during several years prior to 1864, an active business man, doing business for himself both in this country and in France?

7th. To the seventh cross-interrogatory he saith: That he does not know.

Cross-int'y 8th. Did you ever know of Jules Le More acting as agent of G. A. Le More & Co. prior to 1864?

8th. To the eighth cross-interrogatory he saith: Yes, Jules Le More was appointed agent of the house of G. A. Le More & Co., in the year 1863

Cross-int'y 9th. When did you first hear of the claim of G. A. Le More & Co. to the cotton now in controversy, and how did you hear it?

9th. To the ninth cross-interrogatory he saith: That he heard of the seizure of cottons belonging to said firm by letter addressed to the said house from the United States, received some time in the month of May, 1864, and that the house of G. A. Le More & Co. immediately sent forward their claim for the same.

Cross-interrogatory in behalf of Withenbury and Doyle:

Cross-int'y 1st. State what goods were forwarded by said firm, or any member of it, to Ed. Gantherin & Co., New Orleans, Louisiana, or to any member of it, or their agent, in the years 1861, 1862, and 1863, or to Jules Le More. Describe the goods, the quantity, and their use.

1st. To the first cross-interrogatory he saith: That to his knowl-
276 edge, being charged in his capacity of out-door clerk with the shipment of all goods for the firm of G. A. Le More & Co., that house, nor any member thereof, never shipped or caused to be shipped any goods of any kind to Ed. Gantherin & Co., of New Orleans, Louisiana, nor to any agent of said firm, nor to Jules Le More, during the years 1861, 1862, and 1863.

Cross-int'y 2d. How were said goods paid for? Who paid? What was payment made in? If in draft, give the name of the drawer of the draft, its number, where drawn, on whom drawn, and to whose order. Annex the original, if in existence, or a true copy, certified by the officer taking this deposition; state to what point said goods were shipped, to whom shipped, and annex the bill of lading or other evidence of shipment, and also the letters or other evidence of the receipt of said goods.

2d. To the second cross-interrogatory he saith: That he refers to his answer to the previous interrogatory for his reply to this interrogatory.

Cross int'y 3d. If you, or said house of Le More & Co., or any one
277 for them, shipped any goods, which were sold or traded by any one to the agents, servants, or officers of the so-called confederate government of America, or to that so-called confederate government itself, please state of what the goods consisted; describe them minutely, and the quality. Please also say who paid for them, how payment was made, in what, and annex copies of the bills or other evidence of payment, or state who was the drawee, who the drawer, on what place drawn, where drawn, the date and the amount; answer categorically each question.

3d. To the third cross-interrogatory he saith: That he again refers to his answer to the first cross-interrogatory.

Cross-int'y 4th. If you, or said house of G. A. Le More & Co., sent any money to Jules Le More in those years, to be used in the purchase of cotton, please say in what that money consisted, whether in coin, or drafts, or bills of exchange. If in coin, annex copies of the receipt or bill of lading, or other evidence of its shipment to him, or if in drafts, or bills, annex them, or duplicates, or copies of them; or, if unable to annex originals or
278 copies, then give the names of the drawer, the drawee, the number, the date, the amount, and the place on which drawn.

4th. To the fourth cross-interrogatory he saith: That he has no knowledge of any such remittances having been made, and therefore is unable to reply to any part of this interrogatory; but that he saw by the letter-book of the

firm that a credit was opened to Jules Le More by the firm, with A. Tertrou of Matamoras, for the purchase of cottons for its account.

Cross-int'y 5th. If you answer the fourth direct interrogatory, that Jules Le More was the agent of said firm of Le More & Co., please state how you know he was; from whom, and at what time, you first learned it; what sort of an agency was it, was it general or special? How was it created, in writing or otherwise? Please produce the writing and annex it to this cross-interrogatory. When was it made and executed, who wrote it, and who signed it? and were you present when it was so made and executed? If you produce letters of agency, or on any subject, state what you know of their genuineness, and who wrote them, and when were they written, and were
279 you present when they were written?

5th. To the fifth cross-interrogatory he saith: That he knows that Jules Le More was the agent of G. A. Le More & Co., and that he knows it from their letters to him, dated 24th July, 1863, a true copy of which has already been produced, marked H. This letter was signed and written by Mr. G. A. Le More, the head of the firm, but he does not remember whether it was written or signed in his presence; and that he knows the copy of the letter is genuine.

Cross-int'y 6th. What interest have you in the result of this suit?

6th. To the sixth cross-interrogatory he saith: That he has none whatever.

Cross-int'y 7th. What interest has Jules Le More in the subject-matter of this suit? What interest has he in the business of G. A. Le More & Co., and what had he, in or about the middle of March or in April, 1864?

7th. To the seventh cross-interrogatory he saith: That to his personal knowledge Jules Le More has no interest whatever in the result of this
280 suit, nor has he any interest in the firm of G. A. Le More & Co., nor did he have any interest in said firm in the month of March or April of the year 1864.

Cross-int'y 8th. State the extent of the cash means of said firm of G. A. Le More & Co. during the years 1861, 1862, 1863, and 1864; your means of information, and how you derived it.

8th. To the eighth cross-interrogatory he saith: That in his position he declines answering this interrogatory.

Cross-int'y 9th. Was Leontine Le More a full, active member of the firm, and what was her cash means? Did she have any interest in furnishing any goods to the confederate government?

9th. To the 9th cross-interrogatory he saith: That Leontine Le More, a silent partner in the firm, has no active part in the business of the house; that he does not know the extent of her fortune; that to his knowledge
281 she never had any interest in furnishing any goods to the confederate government.

Cross-int'y 10th. State whether this firm had any interest in any shipment of gray cloth to Havana or Matamoras in the years 1861 or 1862, and which was sold or delivered to the agents, officers, or servants of the so-called confederate government. Who, in America, made the purchases? To whom sold? For how much, and how was it paid for, and to whom delivered, and at what place delivered, and how did it reach that place, whether by ships or otherwise? State which.

10th. To the last cross-interrogatory he saith: To his personal knowledge, the firm of G. A. Le More & Co. never had any interest in any shipments of gray cloth to Havana or Matamoras in the years 1861 or 1862; that he knows nothing in regard to such shipments.

Filed Sept. 11th, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit H, referred to in deposition of Henry Geffray.

282 [Copie de lettres No. 30, folio 145.]

HAVRE, 24 *Juillet*, 1863.

Monsieur Jules Le More, Matamoras.

MONSIEUR: Nous venons par ces presentes vous autoriser a faire pour notre compte des achats de coton a Matamoras, dans le Texas et dans la h'te Louisiane, n'excedant pas (2500 bls.) deux mille cinq cents balles pour etre rendues en Europe a deux francs cinquante centimes le demikilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une lettre accreditant aupres de Monsieur A. Tertrou, pour faire face aux dits achats. Nous tenons beaucoup a ce les tirages sur nous ne se fassent qu'au moment de l'expedition des cotons, et comme il est a notre connaissance qu'au Mexique on peut se procurer de l'argent a interet moyennant une commission, vous devez prendre tous les arrangements necessaires pour profiter de cette facilite, une commission meme un peu forte payee par cette operation nous parait preferable
283 aux inconvenients d'un long decouvert en Europe.

Nous ne nous etendons pas d'avantage a cet egard ayant pleine confiance dans l'habilite de vos agissements que nous sanctionnons a l'avance.

Nous vous presentons, monsieur, nos salutations empressees.

(Signe) G. A. LE MORE & CO.

Filed Sept. 11, 1865.

GEO. P. BOWEN, *Clerk.*

[Copy of letters No. 30, folio 145.—Translation.]

HAVRE, 24*th July*, 1863.

Mr. Jules Le More, Matamoras.

SIR: We come by these presents to authorize you to make for our account purchases of cotton at Matamoras, in Texas, and in upper Louisiana, not exceeding (2,500 bls.) two thousand five hundred bales, to be delivered in Europe at two francs and fifty centimes the half kilogramme, your commission of five per cent. included, for Liverpool middling class.

Under this cover, we send you a letter accrediting you with Mr. A. Tertrou, to meet said purchases.

284 We are very anxious that these drafts on us should not be made until the moment of the despatch of the cottons; and, as it is within your knowledge that in Mexico money can be procured upon interest by means of a commission, you ought to make all the necessary arrangements to avail of this facility. A commission, even a little high, paid in this operation, appears to us preferable to the inconveniences of lying long out of the funds in Europe.

We do not say more upon this point, having full confidence in the skill of your proceedings, which we sanction in advance.

We present you, sir, our earnest salutations.

(Signed) G. A. LE MORE & CO.

Deposition of John T. Simmons, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office, in Monroe, Louisiana, on the 1st, 2d, 3d, and 4th days of August, A. D. 1865.

Int. 1st What is your name, age, and place of residence, and occupation?

285 ANS. to int. 1st. My name is John T. Simmons; aged forty years. I reside on the east bank of the Ouachita river, in the north part of the parish of Caldwell. My occupation is that of a planter.

Int. 2d. Was there any cotton taken from your place by the U. S. fleet of gunboats, under command of Lieutenant Commander Foster, or not? When, and what number of bales?

Ans. to int. 2d. There was cotton taken by the United States fleet of gunboats, under command of Lieutenant Commander Foster, from my plantation, (situated on the east bank of the Ouachita river,) in the parish of Caldwell, on the 8th day of April, A. D. 1864, (I think.) It was taken, I think, on the 8th day of April, 1864. As well as I recollect, the number of bales claimed by Le More & Co. was eight hundred and twenty bales. There was one hundred and fifty-four bales more taken by the fleet at that time than that claimed by Le More & Co.

Int. 3d. Who raised said cotton?

Ans. to 3d int. The cotton was raised on the "Hopewell" planta-
286 tion, situated on the east bank of the Ouachita river, then owned by myself and the heirs of E. P. Tatum. The plantation is commonly known as the "Simmons plantation," and on which I then and now reside.

Ques. 4th. Did you sell the cotton, and to whom?

Ans. to 4th int. I sold a part of the cotton to C. G. Young, acting agent of the Confederate States of America, in the purchase of cotton in the Ouachita country. I sold all the cotton on the plantation to C. G. Young, agent, except the one hundred and fifty-four bales above spoken of, and one hundred bales sold to Warneken, Kirchoff & Co. All of the cotton which remained of that sold to C. G. Young, was taken by the fleet; the balance sold to Young had been stolen. That which was taken by the fleet was claimed by G. A. Le More & Co., and Warneken, Kirchoff, & Co.

Ques. 5. After you sold to the Confederate States, did the cotton remain in your custody or not?

Ans. to int. 5th. After my sale of the cotton to the Confederate
287 States, it remained in my possession and custody, under a written agreement with the said confederate government agent, and at the risk of the confederate government.

Ques. 6th. Did you know Leon Querouze?

Ans. to 6th int. I know a man of that name.

7th ques. When did you make his acquaintance, and where?

Ans. to 7th int. I made his acquaintance some time in the month of March, 1864—early in the month, near my plantation. I met him and Maj. Jno. A. Buckner in a buggy as Col. Robert Richardson and myself were returning from Monroe. I was then and there introduced to Mr. L. Querouze by Maj. Buckner; that was the first time I ever saw him.

8th ques. Had they been to your plantation or not?

Ans. to 8th int'y. They had been to my plantation; at least, Major Buckner said they had been there.

288 9th ques. What was the object of their visit to your place?

Ans. to 9th int'y. Buckner told me that he, Buckner, had been to my plantation to deliver to Mr. Leon Querouze the cotton which I had sold to the Confederate States.

10th ques. Did Leon Querouze make any arrangement with you at that time in regard to your taking care of the cotton for him?

Ans. to 10th int. He did. He told me at that time that the cotton was his private property, and that he would give me a sack of coffee if I would watch it, which I engaged to do for him to prevent any more of the cotton from being stolen. Some of the cotton had been stolen, and parties were yet stealing cotton in the neighborhood.

11th ques. Did Major Buckner deliver the cotton to Querouze?

Ans. to 11th int. Maj. Buckner told me that he had delivered the cotton to Mr. Querouze; that is, all the cotton which I had sold to the Con-
289 federate States, which was left on the plantation.

12th ques. After this interview between L. Querouze, Maj. Buckner, and yourself, did you hold the cotton as the property of L. Querouze or not?

Ans. to 12th int. I did. I knew no other person in the transaction than Mr. L. Querouze, after Maj. Buckner had delivered the cotton to Querouze.

13th ques. What was the position held by Maj. John A. Buckner, while stationed at Monroe, La.?

Ans. to 13th int. Maj. John A. Buckner was acting as the agent of the Confederate States, in charge of all the said Confederate States' cotton in this section of the country. He took actual control of all the cotton of the Confederate States in this country, and held his appointment, as I understood, from General E. Kirby Smith, and W. A. Broadwell. He had men detailed from the army to assist him in looking up the gov't cotton, and assisting him in taking care of it.

290 14th ques. What was the position held by Lieut. Col. W. A. Broadwell, in the Confederate States?

Ans. to 14th int. It was understood, generally, that said Broadwell was chief of the cotton bureau, in the trans-Mississippi department.

15th ques. Subsequently to the time when Querouze and Buckner met you near your place, were you informed of any change in the ownership of the cotton above spoken of, or not?

Ans. to 15th int. Some eight or ten days after I met Querouze and Buckner near my place, as stated above, I was passing Pargoud's lower place, near Monroe, and was hailed by Mr. Querouze, who came out to the gate with another gentleman, whom he introduced to me as Le More. I am of impression now, that Mr. Querouze then informed me that a change had taken place in the ownership of the cotton. Mr. Le More claimed the cotton as having been bought by him for his brothers, G. A. Le More & Co., and I afterwards looked upon G. A. Le More & Co. as the owners of the cotton.

I was introduced at that time to Mr. Jules Le More by Mr. Leon

291 Querouze at Pargoud's gate.

16th ques. Subsequently to the time you were introduced to Mr. Jules Le More by Mr. Leon Queronze, did Mr. Le More engage you to mark the cotton for the firm of G. A. Le More & Co., and take care of it, or not, for them?

Ans. to 16th int. He did. He engaged me to mark the cotton, place it on rails in lines or rows, in regular shipping order, on the bank of the river; he endeavored to get me to haul it, which I declined to do. I did haul rails to the bank of the river, and placed a part of it on the rails in lines, in shipping order; I marked a portion of it "L. M." I was informed that that mark was wrong. I then marked it "G. L. M." I had not finished marking the cotton when the gunboats or U. S. fleet was reported coming near by, and I stopped marking and working at the cotton. "G. L. M." was the mark, I think.

17th ques. Did Mr. Le More then inform you that he had sent to procure permits from the United States authorities to ship the cotton, or not?

292 Ans. to 17th int. He did, and was then expecting the permits to arrive daily, and when I heard the U. S. gunboats coming, I thought at first that it was Le More's boats coming after cotton.

19th ques. When the gunboats, or fleet of the U. S., was taking the cotton, did you inform Mr. Jules Le More that the gunboats were taking his cotton, or not?

Ans. to 19th int. Immediately after the gunboats had taken the cotton, I sent word to Mr. Le More that the gunboats had taken his cotton. My impression is, I wrote him a note to that effect.

20th ques. Did Capt. Foster give a receipt for the cotton to any one on the place, or not?

Ans. He did not. A receipt was demanded and refused.

Ques. Who hauled the cotton to the river bank, and by whose order was it done?

Ans. to 20th int. The cotton was hauled by John Wentzell, and I think Pargoud had one or two teams in the train. I had teams there at
293 the time the cotton was being hauled, engaged in hauling rails to put the cotton on, and they might have been readily mistaken as being engaged in hauling the cotton.

21st ques. You speak of hauling cotton, where was the cotton hauled from, and whither?

Ans. It was hauled from different parts of the plantation; the most of it was stored on a back plantation about three miles from the river; the balance of it was stored about the centre of the plantation in a shed, about one mile from the river—about 150 bales of it. It was all hauled from these places to the river, to two different points on the river.

Cross-interrogatories propounded by Withenbury and Doyle:

Cros-int'y 1st. Did you at the time you sold the cotton to C. G. Young, C. S. agent, sign any document by which you obligated yourself to hold the cotton subject to the order of the C. S. government, or its agent?

Ans. to 1st. I think that in the bill of sale of the cotton to the C. S., there was a clause something to that purport.

294 Cross-int. 2d. Did Major Buckner, or any one else, at the time you speak of in your answer to the 9th direct interrogatory, show you any written authority concerning the sale of this cotton to Leon Querouze, from the C. S. government?

Ans. to 2d int. None was shown at the time, that I now remember of.

Cross-int. 3d. Did you ever receive back the receipt you gave to C. G. Young, in which you bound yourself to hold the cotton subject to the order of the agent of the C. S. government?

Ans. to 3d cross-int. No, I never received any document back from C. G. Young, or any one else. Young left the country about the time that General Stevenson made a raid to Monroe, in August, 1863; since which time he has not been in this country.

Cross-int. 4th. Have you ever seen any written bill of sale for the cotton in question, to G. A. Le More & Co.? If so, by whom was it made—what was the consideration named, the amount and kind of consideration?

295 Ans. to 4th cross-int. I never have seen any written bill of sale to G. A. Le More & Co., or Querouze, from any one for said cotton.

Cross-int. 5th. Did you ever see a bill of sale or any written evidence of ownership in said cotton to Leon Querouze, or had you any evidence of his ownership, except the verbal statement of Major Buckner?

Ans. to cross-int. 5th. I never saw any bill of sale to Leon Querouze, that I remember of. I had no other evidence of ownership in the cotton by Querouze, except the verbal statement of Major Buckner and the acts of Querouze.

Cross-int. 6th. Did Querouze ever pay you anything for taking care of the cotton?

Ans. to cross-int. 6th. Nothing that I now remember of. Things were in such confusion that I never thought about the pay.

Cross-int. 7th. Did you at any time during the removal of this
296 cotton, understand from Le More, or others, by what merit, or service, or payment, Le More was entitled to this cotton? or did you ever hear from Major Buckner, or Leon Querouze, what was the consideration paid by Querouze to the Confederate States for this cotton?

(Le More & Co., by their counsel, object to the questions included under

No. 7, on the ground that they call for hearsay evidence, the declarations of parties who are competent witnesses in this case.)

Ans. to cross-int. 7th. I never heard Le More, Querouze, or Buckner say anything on the subject inquired about; I never heard Major Buckner, or Leon Querouze, say what consideration was paid by Querouze for the cotton.

Cross-int. 8th. Have you ever made any sale of this cotton, or any part of it, to any one except to C. G. Young, Confederate States agent?

Ans. to cross-int. 8th. I never made any sale of the cotton I sold to C. G. Young, C. S. agent, as above stated, to any one except the said Young, as agent, nor any part of it.

297 Cross-int. 9th. Had you any knowledge of the act of the U. States Congress, passed July 17th, '62? Were they ever published in these parts?

The act referred to is entitled "An act to suppress insurrections, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes." Approved July 17th, 1862.

Ans. to 9th cross-int. I had no knowledge of the act above mentioned, until May, 1865, when I chanced to meet with a copy of the Statutes at Large of the United States. I never saw any publications of the laws of the United States in the newspapers of the South since the rebellion; I do not believe the said acts were ever published in these parts.

Cross-int. 10th. What, if any, voluntary service or contribution have you rendered the Confederate States since July 17th, 1862, except the sale of your cotton?

Ans. to cross-int. 10th. I never have done anything since that time, but try to keep out of the service and avoid the conscript officers.

298 Cross-int. 11th. Have you ever taken the oath of allegiance or oath of amnesty?.

Ans. to cross-int. 11th. I have never taken either of the oaths spoken of. There has been no officers here to administer the oath. I have not been any where where there was an officer to administer the oath. I had determined to take the amnesty oath as soon as it was published, and intend to do so as soon as there is an officer qualified to administer the oath.

Cross-interrogatories propounded by the counsel for the United States:

Cross-int. 1st by the U. S. What was the date of the sale of said cotton from you to C. G. Young, agent of the Confederate States?

Ans. to 1st cross-int. by the U. S. It was made in the early part of January, 1863.

Cross-int. 2d. by the U. S. At the time of the sale, was you the entire owner of the cotton?

299 Ans. to cross-int. 2d by the U. S. I was the sole owner of the cotton at the date of the sale to C. G. Young, agent of the C. S., on the 26th day of December, 1862. I made a purchase of the plantation, including all the cotton and all other property on the same, from the heirs of E. P. Tatum, my former partner in the plantation.

Cross-int. 3d by the U. S. Was you paid for the cotton by the Confederate States? If yea, how?

Ans. to cross-int. 3d by the U. S. I was paid by C. G. Young in certificates, which I subsequently converted into interest-bearing treasury notes.

Interrogatories in chief by Le More & Co.:

Int. 1st. Did you ever hear of any other claimant for this cotton before the surrender of the trans-Mississippi department and after the gunboats took the cotton, other than G. A. Le More & Co.?

Ans. to 1st int. I never did.

Int. 2d. Were you ever notified of any sale of the said cotton to Withenbury & Doyle?

300 Ans. to 2d int. I never was notified of any such sale. I never heard of any other claimants than G. A. Le More & Co. to said cotton, until a few days ago, when Mr. Jno. Ray informed me of the various claimants.

Int. 3d. How was the Confederate States in the habit of paying her employees in the trans-Mississippi department?

Ans. to int. 3d. With certified accounts.

Int. 4th. Was it in the habit of paying with cotton?

Ans. to int. 4th. I never heard of her paying in cotton, though it might have been done.

Cross-examination by Withenbury & Doyle resumed:

Cross-int. 1st. When you sold the cotton to Agent C. G. Young, did he or you weigh it and mark it C. S. A.? Did you weigh each bale separately, or did you average the weights?

301 Ans. to cross-int. 1st. When I sold the cotton, Young and his sub-agent weighed all the cotton, bale by bale, and his sub-agent and my overseer marked a large portion of the cotton C. S. A. They did not mark it all, but marked the greater portion of it C. S. A., and my hands stored it in the sheds by Young's order, after which time it was at the risk of the the C. S. gov., but in my custody to take care of.

Cross-int. 2d. When Buckner delivered the cotton to Querouze, or when he said he delivered it, did either of them weigh it, or was it ever weighed by any one else after it was weighed by Young and his sub-agent?

Ans. to 2d cross-int'y. It was never weighed after it was first weighed, to my knowledge. When Buckner met me near my place with Querouze, at the time Buckner and Querouze had been to the cotton to deliver it to Querouze, both Buckner and Querouze asked me how much ought to be deducted from the weights of Young for loss. I told them that I thought that fifteen

302 pounds would be a fair deduction per bale. They agreed that 15 pounds per bale should be deducted from the original weights. Buckner told me he was to let Querouze have the cotton at a deduction of 15 pounds to the bale.

Cross-int. 3d. Did you see Buckner deliver the cotton to Querouze?

Ans. to 3d cross-int. I did not see Buckner deliver the cotton to Querouze.

Cross-int. 4th. Examine the document presented, and say whether or not you wrote it?

Ans cross-int. 4th. Yes; I wrote the document. In explanation, I now state that that part of the letter in which I state it was understood that this cotton, with other lots, had been turned over by the authorities of the Confederate States to Mr. Le More, to pay him for cloth, &c., furnished the Confederate States. I meant to say that is was rumor only. I did not hear Le More say so—I had no knowledge of the fact. The document is sent up with this answer, is herewith filed, and marked exhibit A.

303 Filed Sept. 18th, 1865.

GEO. P. BOWEN. *Clerk.*

Exhibit A, referred to in deposition of J. T. Simmons.

MONROE, LA., *July* 4, 1865.

A. W. McKee, Esq.

DEAR SIR: I know no such man as Garcia. I never made any sale of the cotton referred to in your memorandum, except to Doct. C. G. Young, acting as agent for the Confederate States. (It was understood that this cotton, with other lots, had been turned over by the authorities of the Confederate

States to a Mr. Le More, to pay him for cloth he furnished the Confederate States.)

I have been called upon to sign a good many papers by Le More, and those claiming to act for him, to facilitate him (as it was alleged) in establishing his just claim to the cotton. These were read to me, and were signed without further examination.

I can assert positively, however, that I never intended, nor did I
304 suppose I was called on to make, any new sale of the cotton, different from that to Dr. Young, as above stated.

No price was ever offered to me, nor did I ever receive any compensation for any such pretended sale.

If I signed any paper purporting to be a sale to Garcia, or any other person, I was misled and deceived in so doing. I do not remember to have ever signed any paper in which the name of Garcia was mentioned.

Very respectfully, your obedient servant,

J. T. SIMMONS.

STATE OF LOUISIANA, *Parish of Ouachita:*

I certify that the above and foregoing is wholly written by John T. Simmons. I am well acquainted with his handwriting, and the signature to the above is genuine.

In testimony whereof, I hereunto sign my name on this 3d day of August, 1865.

CHAS. DELERY, *J. Peace.*

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

305 Deposition of Jules Le More in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 5th day of August, A. D. 1865.

Int. 1st. What is your name, age, and residence, and occupation?

Ans. to int. 1st. My name is Jules Le More; thirty-six years old; French citizen, temporarily in Monroe; by occupation a commission merchant.

Int. 2d. Where were you on the 25th day of April, 1863? At that time were you a married man? Where did you reside at that time or since? Had you any domicil at that time or since? Where were you born, and of what country are you a citizen?

Ans. I was in Matamoras, Mexico, on the 25th July, 1863. I was a bachelor at that time; I had no fixed residence at that time, nor since;
306 I was born in Havre, France, and I am a French citizen. I hereto annex my certificate of nationality, signed by the French consul, and approved by the American authority, Sept. 26th, 1862. Exhibit marked No. one, and attached.

Int. 3. Did you or did you not act as the agent of G. A. Le More & Co. whilst in Matamoras? If yea, please state when and where you received your appointment, and attach your letter of procuration to your answers, if you have it.

Ans. I did. I annex the original letter of G. A. Le More & Co., of Havre, France. I received the annexed letter from G. A. Le More & Co. in the first days of September, 1863; I received it at Matamoras, Mexico. The letter is hereto annexed, and is marked Exhibit No. 2d.

Int. 4th. Do you know the signature of G. A. Le More & Co.? Did you ever see them sign? Is the signature to exhibit No. 2 their genuine or not?

307 Ans. I know the signature of G. A. Le More & Co.; I have seen the senior partner sign the firm name very often; the signature to the letter marked Exhibit No. 2 is the genuine signature of the firm of G. A.

Le More & Co. The whole letter is in the handwriting of the senior partner of the firm of G. A. Le More & Co., as also the firm name is also made in his handwriting. Have often seen him write and sign.

Int. 5th. After your arrival at Matamoras, did you pass any blockade in any port of the United States, or go to or from any port or place within the United States without the lawful permission of the proper federal authorities, or pass through their lines? Annex your passports if you have any.

Ans. to 5th int. No, I did not; I did not go to or from any port or place within the United States, without the lawful permission of the proper federal authorities. I hereto annex a pass to go from New Orleans to Matamoras, dated April 13, 1863, marked No. 3; one dated April 29, 1864, to pass
308 from Vidalia to Natchez, Mississippi, marked No. 4; one to pass from Natches to New Orleans, dated April 30, 1864, marked No. 5; one from New Orleans to New York, dated August 10th, 1864, marked No. 6; and one from New Orleans to New York, Dec. 2d, 1864, marked No. 7.

Int. 6. Did you ever aid or assist in carrying on any correspondence between the United States and the so-called Confederate States, or between any agent, officer, or employees thereof, with any one?

Ans. to 6th int. I never did anything of the kind.

Int. 7th. Are you acquainted with W. A. Broadwell? Have you often seen him write and sign his name? Are you acquainted with his handwriting? Is the signature to the document marked O genuine or not?

Ans. to 7th. I am acquainted with W. A. Broadwell; I have often seen him write and sign his name; I am acquainted with his handwriting.
309 The signature to the document presented to me, marked O, is his genuine signature. (Document marked O attached.)

Int. 8th. Have you in your possession any certificates, letters, or proof, to prove your character or standing in the community where you have done business?

Ans. to 8th int. Yes. I annex a letter of the French consul, dated New Orleans, July 20, 1865, marked No. 8, and two certificates signed by C. Roselius and other citizens of New Orleans, attested by Cuthbert Bullitt, U. S. marshal, dated July 28th, 1865, marked Nos. 9 and 10.

Filed September 18, 1865.

GEORGE P. BOWEN, *Clerk.*

Exhibit No. 1, referred to in deposition of Jules Le More.

CONSULATE DE FRANCE, A LA NOUVELLE ORLEANS:

Nous, Charles Fanconnet, acting consul de France a la Nouvelle Orleans, nous certifions que Monsieur Le More, (Jules Theodore Arthur,)
310 residant en cette ville, rue des Ramparts, en face de la Place d'Armes ou el exerce la profession de negociant, est ne au Havre, (department de la Seine Inferieure, France,) le 17 Octobre, 1829.

Attestions en outre que, sur son affirmative de n'avoir jamais perdu sa nationalite Francaise par naturalisation ou autres actes de citoyennete Americaine, le dit Sieur Jules Theodore Arthur Le More, a ete inscrit, comme Francais sur le registre matricule tenu en la chancellerie de ce consulat.

En foi de quoi nous lui avons delivre le present certificat pour servir et valoir ce que de droit.

A la Nouvelle Orleans, le 22 Septembre, 1862.

Pr. le consul: Le Gerant du Consulat—

[CONSULAR SEAL.] FANCONNET.

Filed September 18, 1865.

GEORGE P. BOWEN, *Clerk.*

[Translation.]

CONSULATE OF FRANCE, NEW ORLEANS:

We, Charles Fanconnet, acting consul of France at New Orleans, do certify that Mr. Le More, (Jules Theodore Arthur,) residing in this city
311 Rampart street, opposite the Place d'Armes, where he follows the profession of a merchant, was born at Havre, department of Seine Inferieure, France, on the 17th of October, 1829.

We moreover certify, that the said Jules Theodore Arthur Le More, never having lost his French citizenship by naturalization or other acts of American citizenship, has been registered as a French subject upon the registry books kept in the chancellerie of this consulate.

In faith of which we have given the present certificate, to be used and vouched to.

New Orleans, September 22, 1862.

The Acting Consul—

[CONSULAR SEAL.] FANCONNET.

Exhibit No. 2, referred to in deposition of Jules Le More.

HAVRE, 24 *Juillet*, 1863.

Monsieur Jules Le More, Matamoras.

MONSIEUR: Nous venons par ces presentes nous autoriser a faire
312 pour notre compte des achats de coton a Matamoras, dans le Texas et dans la h'te Louisiane, n'excedant pas (2,500 bls.) deux mille cinq cents balles pour etre rendues en Europe a deux francs cinquante centimes le demi kilogramme, votre commission de cinq pour cent comprise, pour sorte middling Liverpool.

Sous ce pli nous vous remettons une lettre vous accrediant aupres de Monsieur A. Tertrou, pour faire face aux dits achats. Vous tenons beaucoup a ce les tirages sur nous ne se passent qu'au moment de l'expedition des cotons, et comme il est a notre connaissance qu'au Mexique on peut se procurer de l'argent a interet moyennant une commission vous devez prandre tous les arrangements necessaires pour profiter de cette facilite, une commission meme une peu forte payee par cette operation nous parait preferable aux inconvenients d'un long decouvert en Europe.

Nous ne nous etendons pas d'avantage a cet egard ayant pleine confiance dans l'habilete de vos agissements que nous sanctionnons a l'avance.

Nous vous presentons, monsieur, vos salutations empressees.

(Signe) G. A. LE MORE & CO.

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

313 [Translation.]

HAVRE, 24*th July*, 1863.

Mr. Jules Le More, Matamoras.

SIR: We come by these presents to authorize you to make, for our account, purchases of cotton at Matamoras, in Texas, and in upper Louisiana, not exceeding (2,500 bls.) two thousand five hundred bales, to be delivered in Europe at two francs and fifty centimes the half kilogramme, your commission of five per cent. included, for Liverpool middling class.

Under this cover we send you a letter accrediting you with Mr. A. Tertrou, to meet said purchases.

We are very anxious that these dafts on us should not be made until the moment of the despatch of the cottons, and as it is within your knowledge

that in Mexico money can be procured upon interest by means of a commission you ought to make all the necessary arrangement to avail of this facility. A commission, even a little high, paid in this operation, appears to us preferable to the inconveniences of lying long out of the funds in Eu-
314 rope.

We do not say more upon this point, having full confidence in the skill of your proceedings, which we sanction in advance.

We present you, sir, our earnest salutations.

(Signed) G. A. LE MORE & CO.

Exhibit No. 3, referred to in deposition of Jules Le More.

Pass. No.

OFFICE PROVOST MARSHAL GENERAL OF LOUISIANA,
New Orleans, April 13th, 1863.

Pass Mr. Jules Le More, of Havre, from New Orleans to Matamoras, pr. steamer Melville.

This pass is given upon the parole of honor of the holder that he will in no way give information, countenance, aid, or support to the so-called confederate government or States.

JAMES BOWEN,
Brig. Gen'l, Provost Marshal General of Louisiana.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 4, referred to in deposition of Jules Le More.

315 VIDALIA, LA., *April* 29, 1864.

Guards and pickets: Pass one man, one valise, out of the lines on to Natchez. Good for 1 day.

LOUIS F. BIERWIRTH,
Lieut. and Provost Marshal.

Issued by J. P. E. Condrain.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 5, referred to in deposition of Jules Le More.

Pass. No.

OFFICE PROVOST MARSHAL,
Natchez, Miss., April 30, 1864.

Pass Mr. J. Le More, of New Orleans, from Natchez to New Orleans.

This pass is given upon the parole of honor of the holder that he will in no way give information, countenance, aid, or support to the so-called confederate government or States.

J. H. PARKER,
Lieut. and Provost Marshal.

By Monahan.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

316 *Exhibit No. 6, referred to in deposition of Jules Le More.*

Pass. No.

PROVOST MARSHAL'S OFFICE,
New Orleans, Aug. 10, 1864.

Pass Mr. Jules Le More, of N. O., from New Orleans to New York, str. E. B. Sowder.

This pass is given upon the parole of honor of the holder that he will in no way give information, countenance, aid, or support to the so-called confederate government or States.

ROBERT F. DUNHAM,
Capt., A. D. C., and Provost Marshal.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 7, referred to in deposition of Jules Le More.

Pass. No.

HEADQUARTERS DEPARTMENT OF THE GULF,
OFFICE PROVOST MARSHAL GENERAL,
New Orleans, Dec. 2d, 1864.

Pass Mr. J. Le More, wife, and serv't, of France, from New Orleans to New York, pr. str. Guiding Star.

This pass is given upon the parole of honor of the holder that he
317 will in no way give information, countenance, aid, or support to the so-called confederate government or States.

By order of Col. Harai Robinson, provost marshal general:

HENRY C. WELLCOME,
Lt. and A. A. D. C.

Filed Sept. 18th 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 8, referred to in deposition of Jules Le More.

CONSULATE DE FRANCE, A LA NOUVELLE ORLEANS,
N'lle Orleans, 20 *Juillet,* 1865.

MON CHER MONSIEUR: Suivant le desir que vous m'en avez exprime, je m'empresse de venir declarer:

Que j'ai eu l'houneur de vous connaitre comme un des membres de la maison Francaise, E. Gantherin & Cie., de cette ville, que cette maison dout les centres membres etaient Mons. E. Gantherin et Mons. Alfred More, votre frere, et qui s'est disolute, je crois, en Janvier, 1863, a toujours
passe pour une des plus importantes et des plus respectables sur le
318 place de la N'lle Orleans, que personnellement vous avez toujours joui ici de la consideration generale comme homme et comme negociant. Que ne sujet Francais,

* * * * * * * * *

qu'il y a deux annees environ vous avez quitte cette ville pour vous rendre au Mexique, et que revenu seulement vers le mois d'Avril dernier, vous vous etes marie avec une jeune personne appartenant a une des plus anciennes et de plus honorables du pays.

Voila, mon cher monsieur, es que je sais de la maison E. Gantherin & Cie., et de vous-meme. Si ces informations, connues d'ailleurs de tous, peuvent vous etre de quelques avantages, j'e m'estimerai heureux de l'occasion qui m'a permis de les ecrire et de les signer et d'y joindre l'expression de mes sentiments les plus distingues.

Le Geraut du Consulat—
FANCONNET.

MONSIEUR JULES LE MORE

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

319 [Translation.]

CONSULATE OF FRANCE, IN NEW ORLEANS,
New Orleans, July 20th, 1865.

MY DEAR SIR: In accordance with the desire you have expressed to me, I hasten to say:

That I have had the honor to know you as a partner in the French firm E. Gantherin & Co., in this city. That this firm, of whom the other partners were Mr. E. Gantherin and Mr. Alfred Le More, and which dissolved partnership, I think, in January, 1863, has always passed for one of the most important and most respectable of the city of New Orleans. That personally, you have always enjoyed general consideration here, both as a man and a merchant. That being by birth a French subject * * * That about two years ago you left this city for Mexico, and that, coming back here only about last April, you married a young lady from one of the most ancient and honorable families in this country.

This is, my dear sir, what I know concerning the firm of E. Gantherin & Co. and yourself.

If these statements, known to everybody, can be of any service to
320 you, I shall esteem myself happy that the opportunity has been afforded me of writing and signing them, and of adding the expression of my distinguished regard.

The Acting Consul—
FANCONNET.

Mr. JULES LE MORE.

Exhibit No. 9, referred to in deposition of Jules Le More.

THE STATE OF LOUISIANA, *City of New Orleans:*

We, the undersigned residents of the city of New Orleans, State of Louisiana, do hereby certify that we have known for many years past Mr. Jules Le More, in the city of New Orleans. That that gentleman was one of the three partners of the firm of E. Gantherin & Co., a French commercial house of the highest respectability, doing business in this city, but which has been dissolved since the 1st January, 1863.

That said Mr. Jules Le More is a French subject, has never been naturalized, and has always had, in this community, the reputation of a gentleman of honor, integrity, and honesty, both in his private and commercial
321 transactions. That about two years ago, he left this city for Mexico, on board of the steamer Melville, being then a bachelor, since which time he has not resided in this city.

About six months ago Mr. Jules Le More returned here, and was married to a young lady belonging to one of the oldest and most respectable families in this city.

PLACIDE FORSTALL, *Pres't Star Mt. Insurance Co.*
G. CRUZAT, *Cash'r Mechanics' and Traders' B'k.*
C. ROSELIUS, J. M. LAFEYRE, AR. MILTENBERGER.
CH. SAGURES, *Pres't Merch's' M. In. Co.*
J. TUYES, *Pres't New Orleans Mutual Ins. Co.*
H. CASTURELL, *Sec'y Citizens' Mut. Ins. Co.*
———— ————, *Cashier of* .
GEO. A. FRENCH, *Cas.*
O. GALLARD, *Pres't of Citizens' Mut. In. Co.*
JNO. G. GAINS, *Pres't Citizens' Bank.*
EDW. J. FORSTALL.

U. S. Marshal's Office, Eastern District of La.,
N. O., July 28th, 1865.

322 At the request of Mr. Jules Le More, I hereby certify that all the persons who have signed the within certificate are well and personally known to me; that they are respectable citizens, entitled as such to respect and confidence.

CUTHBERT BULLITT.

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 10, referred to in deposition of Jules Le More.

The State of Louisiana, *City of New Orleans:*

We, the undersigned, do hereby declare and certify that we know by reputation Messrs. Alfred and Jules Le More, French subjects, doing business in this city up to about three years ago. That from what we have heard from persons knowing them and dealing with them, these two gentlemen's general reputation as to honesty, integrity, and uprightness stood high in this community. That both of these gentlemen were the only two parties with Mr. E. Gantherin, composing the commercial house of E. Gantherin & Co., a house which, for respectability and honesty, also ranked high in this community.

323

CONVERSE & KENNET.	AR. MILTENBERGER.
J. H. KENNEDY & CO.	M. J. NEWMAN.
C. ROSELIUS.	JOHN S. WALLIS & CO.
J. M. LAPEYRE.	B. P. ETHELL.
E. S. KEEP.	JNO. J. CAMFIEN.

U. S. Marshal's Office, Eastern Dist. of La.,
N. O., July 28th, 1864.

At the request of Mr. Jules Le More, I hereby certify that all the persons who have signed the within certificate are well and personally known to me; that they are respectable citizens entitled as such to respect and confidence.

CUTHBERT BULLITT.

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit O, referred to in deposition of Jules Le More.

Headquarters trans-Mississippi Department,
Office of the Cotton Bureau, Shreveport, 29th Dec., 1864.

I hereby certify that the (830) eight hundred thirty bales of cotton marked "Simmons," or "Tatum & Simmons," said to have been seized by
324 Lt. Commander J. P. Foster, on the Ouachita river, from the Simmons plantation, on the 8th of April, 1864, were, at the time of seizure, the bona fide property of Messrs. G. A. Le More & Co., of Havre, France, the same, I am credibly informed, having been purchased by Jules Le More from Leon Queyrouse, agent of P. Garcia.

W. A. BROADWELL, *Lt. Col.*

Witness: A. E. Lassalle.

State of Louisiana, *Parish of Caddo:*

Before me, came W. A. Broadwell, and acknowledged he signed the within certificate for the purpose therein contained.

In faith whereof, I grant this under my hand and seal of office, at Shreve port, La., this fifth January, 1865.

[L. S.] J. H. PITTS, *Recorder and ex-off. Not. Public.*

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Fred. Engster, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe,
325 Louisiana, on the 5th day of August, A. D. 1865.

Int 1st. Where do you reside?

Ans. to 1st. I reside in New Orleans, La.

Int. 2d. Where were you born?

Ans. to 2d. I was born in Switzerland.

Int. 3d. What position, if any, do you hold in the city of New Orleans, Louisiana?

Ans. to 3d. I am acting consul for Switzerland. I am a merchant by occupation.

Int. 4. Are you acquainted with Mr. Jules Le More?

Ans. 4. Yes; I am acquainted with Mr. Jules Le More; I have known him intimately for more than a year, and a number of years by reputation.

Int. 5th. What is his domicil since you have known him?

Ans. to 5th. He has had no fixed domicil since I have known him
326 personally.

Int. 6th. What is the character which Mr. Jules Le More has borne heretofore?

Ans. to 6th. I have known Mr. Jules Le More's character to be that of a gentleman of undoubted integrity, both in his private and business capacity. I have always heard him spoken of by those who knew him, to be a man of strict integrity and honor.

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of J. T. Simmons, taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 19th day of August, A. D. 1865.

J. T. Simmons was again called by Withenbury & Doyle.

Int. 1st. When was the mark C. S. A. put on the cotton that you sold C. G. Young, agent of the Confederate States?

Ans. The mark C. S. A. was put on the cotton within a few days
327 after the sale to C. G. Young, agent of the Confederate States.

Int. 2d. Was any of said cotton ever afterwards marked C. S. A. for any purpose?

Ans. Not that I aware of.

Int. 3d. Do you know from your conversation with Le More, or any other person who professed to know, what was the consideration Le More paid for this cotton?

Ans. to 3d int. I do not know from any conversation I had with Le More, or any one else who professed to know, was the consideration Le More paid for this cotton.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Leon Queyrouse, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe Louisiana, on the 22d day of August, A. D. 1865.

1st. Are you acquainted with Jules Le More or not? How long have you known him?

Ans. to int. 1st. Yes, I am acquainted with Jules Le More; I have
328 known him between fifteen and eighteen years.

2d. Did you ever sell him any cotton? If aye, how many bales, and at what price?

Ans. to 2d int. Yes, I sold to Mr. Le More eight hundred and thirty bales of cotton; I sold it to him at the price of one hundred and sixty dollars per bale.

3d int. Was he acting for himself in the purchase of this cotton, or as the agent of another? If he was the agent of any one, state for whom he was agent.

Ans. to 3d int. He was the agent of other parties; he was the agent of G. A. Le More & Co., of Havre, France.

4th int. If you say you sold Le More any cotton, state where the cotton was when you sold it. Did you, or did you not, deliver the cotton to him? How long did it remain in his possession, and what became of the cotton?

Ans. to 4th int. The cotton sold to Le More was on the Simmons
329 plantation, in the parish of Caldwell, State of La., when I sold it to him, I delivered it to him. He had possession of the cotton about a month after I sold it to him, when it was seized by the United States gunboat fleet, commanded by Lt. Commanding Foster.

Int. 5th. Did he pay you for this cotton, and in what currency?

Ans. to 5th int. Yes, he paid me for this cotton; he paid me in United States treasury notes.

Int. 6th. Who delivered the cotton to you, and where was it done?

Ans. to 6th int. It was delivered to me by Maj. Buckner, about 22 miles below Monroe, in various parcels and places, on the Simmons plantation, on Dr. Simmons's plantation.

Int. 7th. From whom did you acquire this cotton, and how did you acquire it?

Ans. to 7th int. I acquired this cotton from the Confederate
330 States authorities; it was delivered to me, and sold to me in lieu of 415 bales of cotton that the said Confederate States authorities had taken or impressed from me at Brownsville, Texas. The said authorities give me two bales for one, that is, they deliver to me two bales in Louisiana for one bale at Brownsville; and this was the rule upon which they acted in all such cases.

Int. 8th. Did, or did not, Mr. J. Le More know from you had acquired the cotton? State your reason for answering as you do this question.

Ans. to int. 8th No he did not; I told him I had purchased it from planters, because, from his declaration to me, I knew that he would not buy my cotton if he had known that I acquired it from the Confederate States. As I needed money, I was anxious to sell, and as I believed there would be no difficulty in regard to the cotton, as my title was complete.

Int. 9th. What subterfuge, if any, did you resort to, to conceal
331 the fact that you had acquired the cotton you sold him, from the so-called Confederate States? Why did you do so.

Ans. to 9th int. I told him that the cotton belonged to one P. Garcia, and that I was his agent. I have stated in my previous answer the reason I resorted to the subterfuge of representing myself as the agent of P. Garcia, a Mexican—in the hope of more completely satisfying Mr. Le More.

10th int. Of what country are you a native? Where were you residing at the time you sold the cotton to Le More?

11th int. Have you any reason to know that Le More believed you were neutral in the civil war then raging in the United States?

Ans. to 11 int. Yes, from my declarations to him, and from the fact of my being a Frenchman.

332 12th. Was or was not the cotton moved after you sold to Le More? If so, by whom, under whose order, and for what purpose? Who paid for said hauling?

Ans. to 12th int. Yes, it was moved after I sold to Le More. It was moved by J. Wintzell and J. Pargoud, who acted under the orders of J. Le More. It was moved for the purpose of being shipped to New Orleans. It was hauled from the back part of the plantation to the river. Mr. J. Le More paid for the hauling.

13th int. Did or did not Dr. Simmons consent to Le More taking possession and control of the cotton?

Ans. 13th int. He did, and assisted Mr. Le More in getting the cotton ready for shipment.

14th int. Who raised said cotton?

Ans. to 14th. I understood from Dr. Simmons and others that this cotton was raised on the Simmons plantation, in the parish of Caldwell, in the State of Louisiana, on the Ouachita river. The cotton was stored in different

333 places on this plantation.

15th int. Who is John A. Buckner? What position did he hold in the trans-Mississippi department, under the so-called Confederate States?

Ans. to 15th. He was major on the staff of Gen'l E. Kirby Smith, and had charge of the cotton claimed by the Confederate States in the Ouachita country. He was acting in that capacity when he delivered the cotton to me.

16th int. Who is Wm. A. Broadwell? What position did he hold in the trans-Mississippi department, under the so-called Confederate States.

Ans. to 16th int. Wm. A. Broadwell had the title of lt. colonel, and was the chief of the cotton bureau in the trans-Mississippi department, under the so-called Confederate States.

Int. 17th. Was you acquainted with John Pargoud or not? Is he living or dead? Of what country was he a native? Did he, or did he not, participate in the late insurrection?

334 Ans. to int. 17th. I was acquainted with John Pargoud; he is dead; he was a native of France; he did not participate in the late insurrection.

18th int. Did he, or did he not, sell any cotton to J. Le More, agent of G. A. Le More & Co.? If yea, how many bales were sold? What was the price paid? Where was the cotton? Was it ever delivered to J. Le More or not? What became of it? Was the cotton marked or not, and by whom, and how?

Ans. to int. 18th. Yes, John Pargoud sold to J. Le More, agent of G. A. Le More & Co., some cotton. He sold him about two hundred or sixty or two hundred and seventy bales. The price paid by J. Le More, agent, was one hundred and sixty dollars per bale. The cotton was on the river bank in front of Mr. Lezare's plantation. It was delivered by J. Pargoud, the vendor, to J. Le More. It was seized by the fleet of gunboats that ascended the Ouachita river, under command of Lt. Commanding Foster. The cotton was marked. It was marked by Mr. J. Le More himself; it was marked "L. M;" part of it was marked with red paint.

335 19th int. How did you derive your information in regard to this sale? In what currency was the price paid?

Ans. to 19th int. I was present when Mr. John Pargoud sold the cotton to Mr. J. Le More, agent of G. A. Le More & Co. The price was paid in United States treasury notes.

20th int. Are you acquainted with A. Lazare?

Ans. to int. 20. Yes, I am acquainted with A. Lazare.

Int. 21. Do you know anything of a sale made by him of cotton to J. Le More, agent of G. A. Le More & Co.? State what you know in regard to this sale.

Ans. to 21 int. Yes, I know of a sale of cotton by Mr. Lazare to J. Le More, agent of G. A. Le More & Co. Mr. Lazare sold to him fifty-nine bales of cotton, at one hundred and sixty dollars per bale, which was paid by J. Le More, agent of G. A. Le More & Co., to Mr. A. Lazare in United States treasury notes.

22d int. Was or was not this cotton delivered to J. Le More, agent of G. A. Le More & Co.? What became of it?

336 Ans. to int. 22d. Yes, the cotton was delivered by A. Lazare to J. Le More, agent of G. A. Le More & Co., and marked by J. Le More "L. M." It was afterwards seized by the gunboats under command of Lieutenant Com'der Foster, in the Ouachita river.

Cross-interrogatories in behalf of the United States:

Cross-int. 1st. What is your name, your age, and where did you live at the commencement of the rebellion?

Ans. to cross-int. 1st. My name is Leon Querouze; I am 47 years old; I lived in New Orleans when the rebellion commenced.

Cross-int. 2d. How long had you lived in New Orleans previous to the rebellion, and had you ever been naturalized as a citizen of the United States?

Ans. to cross-int. 2d. I arrived in New Orleans in 1831; I left New Orleans in Nov., 1862. I have been naturalized.

Cross-int. 3d. Have you ever taken the amnesty oath of 29th May, 1865, or any previous amnesty oath?

337 Ans. to 3d cross-int. I have taken the amnesty oath, a copy of which is hereto annexed. I applied to the provost marshal at Brownsville, Texas, and he administered the oath, of which the annexed is a true copy, Exhibit No. 12. I have also taken the oath before C. Delery, J. P. for Ouachita parish, La., a copy of which is also annexed, marked Exhibit No. 11.

Cross-int. 4. Was the export duty charged by the so-called Confederate States ever paid by Le More, or not? If yea, by whom was said duty paid, and to whom?

Ans. to 4th cross-int. Yes; the export duty charged by the so-called Confederate States was paid by Mr. Le More to the chief of the cotton bureau of the trans-Mississippi department, Lt. Col. W. A. Broadwell.

Cross-int. 5th Did you come here at the request of Mr. Le More, to give testimony in this case? If so, from what point?

Ans. to cross int. 5th. A few days after my arrival in New Orleans Mr. Le More requested me to come to Monroe and give my testimony in

338 this case. He told me that no commission had been sent to New Orleans to take my testimony, but that one had been sent to Monroe, and requested me to come to Monroe and have my testimony taken under the commission that had been sent to Monroe. There had also been, as I was informed by him, a commission sent to take my testimony to Matamoras, Mexico, which I did not hear of previous to my leaving Matamoras. I came direct from Matamoras to New Orleans, and arrived in New Orleans on or about the 8th of August, inst.

Cross-int. 6th. Have you interest, direct or indirect, of any kind, in any

of the cotton you sold to Le More, or in any of the cotton sold to Le More either by John Pargoud or A. Lazare—that is, the cotton about which you have testified in your examinations in chief? or are you to receive any compensation of any kind for giving testimony in this case?

Ans. to 6th cross-int. I have no interest, direct nor indirect, of any kind, in any of the cotton sold by myself to Le More, nor that sold him by John Pargoud or A. Lazare. I am not to receive any compensation of any kind for giving testimony in this case.

339 Cross-int. 7. Did Mr. Le More examine the cotton in the cotton-houses before or at the time you delivered it to him—that is, the cotton on the Simmons plantation?

Ans. to cross-int. 7th. Either before or at the time the cotton on the Simmons plantation was delivered to Mr. Le More he inspected the cotton. He did not examine it bale by bale, but looked at it as it was in the houses.

Cross-int. 8th. When and where did Le More pay the export duty on the cotton?

Ans. to 8th cross-int. The export duty was paid by Le More at Shreveport, some time in March, 1864.

Interrogatories in chief by the counsel of G. A. Le More & Co.:

Int. 1. Do you know whether Le More sent to New Orleans to get a permit from the federal authorities to ship the cotton?

Ans. to int. 1. Yes; I know that he sent to New Orleans to get a permit to ship the cotton.

Int. 2. Did he get the permit?

340 Ans. to int. 2d. No; he did not get the permit. He sent two messengers to New Orleans to get the permit. The cotton was seized by the gunboats before either of the messengers returned.

Int. 3. Was there a permit procured for Le More from the so-called Confederate States to ship the cotton? If so, by whom was it procured, and why was the permit granted?

Ans. to int. 3. There was a permit procured from the so-called Confederate States to ship the cotton. The permit was procured by me, as I had already a permit to ship 415 bales that had been impressed from me at Brownsville, Texas. A permit was, as a matter of right, granted to ship the 830 bales sold by me to Le More. I had stated to Le More that if he purchased my cotton, I had it in my power to procure a permit from the authorities of the so-called Confederate States to ship the cotton out of their lines.

Int. 4. Had you any knowledge, at the time you acquired the cotton from the so-called Confederate States, or at the time you sold to Le More,

341 or at any time prior to the surrender of the so-called Confederate States armies, of the act of the Congress of the United States, approved July 17th, 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes?"

Ans. to int. 4. No; I had no knowledge of any such act at the time I acquired the cotton, nor when I sold it to Le More, nor at any time prior to the surrender of the so-called Confederate States, nor until now.

Filed Sept. 18, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 11, *referred to in deposition of Leon Querouze.*

No. 4.—Amnesty oath.

I do solemnly swear, or affirm, in the presence of Almighty God, that I will henceforth faithfully defend the Constitution of the United States and the Union of States thereunder, and that I will, in like manner, abide by and faithfully support all laws and proclamations which have been made during the existing rebellion with reference to the emancipation of slaves. So help me God.

LEON QUEROUZE.

342 Sworn to and subscribed before me this 22d day of August, A. D. 1865.

CHAS. DELERY,
Justice of the Peace in and for the Parish of Ouachita, La.

A true copy.

CHAS. DELERY, *Justice of the Peace.*

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Exhibit No. 12, *referred to in deposition of Leon Querouze.*

OFFICE PROVOST MARSHAL, DEPARTMENT OF THE GULF,
Brownsville, Texas, July 14th, 1865,

I, Leon Queyrouse, a citizen of the State of La., C. S., do solemnly swear, in the presence of Almighty God, that I will henceforth faithfully support, protect, and defend the Constitution of the United States, and the union of the States thereunder; and that I will, in like manner, abide by and faithfully support all acts of Congress passed during the existing rebellion with reference to slaves, so long and so far as not repealed, modified, or held void by
343 Congress or by decision of the Supreme Court; and that I will, in like manner, abide by and faithfully support all proclamations of the President, made during the existing rebellion, having reference to slaves, so long and so far as not modified or declared void by decision of Supreme Court: so help me God.

LEON QUEYROUSE.

Sworn to and subscribed before me this 14th day of July, 1865.

The above-named has dark complexion, brown hair, gray eyes, aged 47 years, and is 5 feet 5 inches high.

W. T. DICKER,
Lieut. 19th, A. D. C., and Ass't Provost Marshal.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Alexander Lazare, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 23d day of August, A. D. 1865.

344 Int. 1. Are you acquainted with Jules Le More?

Ans. to int. 1. Yes, I am acquainted with Jules Le More.

Int. 2. Did he or did he not, as agent of G. A. Le More & Co., buy any cotton from you? If aye, how many bales? What price did he pay for it, and in what currency?

Ans. to int. 2d. Yes, he bought cotton from me for G. A. Le More & Co., as their agent. He bought fifty-nine (59) bales from me. He paid me one hundred and sixty dollars per bale. He paid me in United States currency.

Int. 3. Was the cotton delivered to him? Where was it delivered to him? How was it marked before it was delivered to him? How was it marked after it was delivered to Le More? Who received said cotton?

Ans. to 3d int. The cotton was delivered to Le More. It was delivered to him at the lower side of my plantation, on the Ouachita river, in the parish of Ouachita, Louisiana. The cotton was marked A. Lazare, with the exception of four or five bales, which was not marked at all before it was delivered to him. After it was delivered to Le More, it was marked
345 L. M.; it was marked in red L. M. The cotton was received by Mr. Jules Le More in person.

Int. 4. How was it marked after the federals took the cotton? What became of the cotton?

Ans. to 4th int. While the gunboats taking the cotton on the boats, I walked down to the cotton; I was told by one of the officers that they had found some of the cotton marked C. S. A. I told them that could not be, as I had hauled the cotton there only a day or two before, and none of it was so marked when I hauled it. I had marked nearly all the cotton in my own name, A. Lazare; that Le More had marked it "L. M." In looking over the cotton, I saw one bale marked C. S. A. From the appearance of the ink and mark I think that mark had just been put on the bale. The federals were marking the cottons "U. S. N." The cotton was taken by the gunboats under command of Lt. Commander Foster.

Int. 5. Were you in favor of secession? Did you participate in the rebellion? Have you taken the amnesty oath? What are you by pro-
346 fession or occupation? Are you of French descent or not?

Ans. to int. 5th. I was not in favor of secession. I did not participate in the rebellion. I have taken the oath of amnesty, as prescribed in the proclamation of President Johnson of the 27th May, 1865. I am of French descent. I am a planter by occupation.

Int. 6. How old are you, and where do you reside?

Ans. to 6th int. According to the records I have, I am in my sixtieth year. I reside on the west bank of the Ouachita river, opposite the town of Monroe, in the parish of Ouachita, in the State of Louisiana.

Cross-interrogatories propounded by the counsel of the United States:

Cross-int. 1st. Did you ever sell any cotton to the so-called Confederate States, or the State of Louisiana? and did the so-called Confederate States, or the State government, have any claim to any of the cotton you sold to Le More?

Ans. to cross-int. 1st. There was a proposition made by the agent of the so-called Confederate States to purchase cotton from me, which pro-
347 position was accepted by me, on certain conditions, which conditions were never complied with. The sale was never completed, and no cotton was ever delivered. Neither the so-called Confederate States, nor the State government, had or have any claim or right to the cotton I sold to J. Le More, as the agent of G. A. Le More & Co. I consented to a sale of some of my cotton to the so-called Confederate States, because of the threats made by the C. S. authorities to burn the cotton if it was not sold to the C. S., and I hoped to save my cotton thereby, and did save it.

Interrogatories in chief propounded by the counsel of G. A. Le More & Co.:

Int. 1st. Had you any knowledge, at the time you sold to G. A. Le More & Co., of the act of the Congress of the United States, approved July 17th, 1862, entitled An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes?

Ans. to 1st int. No, I had no knowledge of such an act at the time
348 I sold to G. A. Le More & Co. I don't think it was published in this country. I never saw it published.

Recalled by the counsel for the United States:

Int. 1. Have you any interest in the cotton about which you have testified, or any interest in the event of this suit?

Ans. to int. 1st. I have no interest, either direct or indirect, in the cotton about which I have testified. I have no interest in the event of this suit.

Filed, Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk*.

Deposition of Joseph Pargoud, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 23d day of August, A. D. 1865.

Int. 1st. Are you acquainted with Jules Le More?

Ans. to int. 1st. Yes, I am acquainted with Jules Le More.

Int. 2d. Were you acquainted with John Pargoud? Is he dead or
349 living? What relation was he to you?

Ans. to 2d int. I was acquainted with John Pargoud; he is now dead; he was my brother.

Int. 3d. Did John Pargoud ever sell any cotton to Jules Le More, agent to G. A. Le More & Co.? If aye, how many bales? At what price, and in what currency was the price paid?

Ans. to int. 3. Yes, John Pargoud sold cotton to Jules Le More, as the agent of G. A. Le More & Co. He sold to him between two and three hundred bales, two hundred and sixty-four, I think. I don't now recollect the exact price; I think, as well as I can remember, it was one hundred and sixty dollars per bale. The price was paid in greenbacks.

Int. 4. Was the cotton delivered to Le More, or not? When was the cotton delivered to Le More? What became of the cotton?

Ans. to 4th int. Yes, the cotton was delivered to Le More. The cotton was delivered to Le More on the west bank of the Ouachita river, on the land of
A. Lazare. The cotton was taken by the fleet of United States gun-
350 boats, under command of Lt. Commander Foster.

Int. 5th. Was John Pargoud a citizen of the United States, or not? Did he ever participate in the late rebellion? Was he, or not, naturalized? Of what country was he a citizen?

Ans. to 5th int. John Pargoud was not a citizen of the United States. He did not participitate in the late rebellion. He was not a naturalized citizen of the United States. He was a native of Savoy, and citizen of France.

Int. 6th. Who hauled the cotton which Le More bought from Queyrouze, on the Simmons plantation? Who paid for said hauling?

Ans. to int. 6th The cotton bought by Le More from Queyrouze, situated on the Simmons plantation, was hauled from the plantation to the river bank by my brother John Pargoud, and John Wentzell. The hauling was paid for by Jules Le More in greenbacks.

351 Cross-interrogatories by the counsel for the United States:

Cross-int. 1st. Have you been naturalized a citizen of the United States?

Ans. to cross-int. 1st. I have been naturalized a citizen of the United States.

Cross-int. 2d. Have you taken the amnesty oath as prescribed by the President of the United States, of the 29th May, 1865?

Ans. to cross-int. 2d. I have taken the oath of amnesty prescribed by the President of the United States, in his proclamation of the 29th May, 1865.

Cross-int. 3d. Have you any interest, direct or indirect, in the event of this suit?

Ans. to 3d cross-int. I have no interest in the event of this suit.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of John Wentzell, in behalf of G. A. Le More & Co., taken
352 before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 23d and 24th days of August, A. D. 1865.

Int. 1. How old are you, and where do you reside?

Ans. to int. 1st. I am thirty-four years of age; I reside about three miles from Monroe, in the parish of Ouachita, in the State of Louisiana.

Int. 2. Who hauled the cotton bought by Le More from Queyrouze, situated on the Simmons plantation? Who employed you to haul said cotton? Who paid for said hauling? and what price, and in what currency was it paid?

Ans. to int 2d. The cotton that Le More bought from Queyrouze on the Simmons plantation was hauled from the different houses on the plantation to the river bank with the teams that belonged to John Pargoud and myself. I superintended the hauling in person. Jules Le More employed John Pargoud and myself, jointly, to haul the said cotton. Jules Le More paid us for the hauling. He paid us one dollar per bale in greenbacks.

Int. 3. Was any one employed by Le More to mark the cotton for
353 Le More? If aye, who was so employed? and had any of the cotton been marked for Le More, and what was the mark?

Ans. to int. 3d. Yes, J. T. Simmons was employed by Jules Le More to mark the cotton for him. Some of the cotton, I think, had been marked by Simmons. Before I left, Simmons was ranking of the cotton, and marking it for Le More. The mark put on the cotton by Simmons for Le More was "L. M."

Int. 4. Was Le More on the place at any time, during the time you were hauling the cotton to the river bank?

Ans. to 4th int. Yes. He went there with me before I commenced hauling, and he came there during the time I was hauling the cotton; he was there looking after the cotton.

Int. 5. Did J. Le More ever reside in this neighborhood? Was he a stranger in this neighborhood in March, 1864? When did he come to this neighborhood?

Ans. to 5th int. Jules Le More never resided in this neighborhood,
354 to my knowledge. He was a stranger in this neighborhood in March, 1864. He came to this neighborhood in March, 1864, and remained in this neighborhood at that time about two months.

Int. 6. Did J. Le More speak English well, or imperfectly?

Ans. to 6th int. Jules Le More did not speak English well; he spoke English imperfectly.

Cross-interrogatories by the counsel of the United States:

Cross-int. 1. Have you any interest, directly or indirectly, in the event of this suit?

Ans. to cross-int. 1. I have none.

Cross-int. 2. Have you taken the oath prescribed by the President in his proclamation of the 29th May, 1865.

Ans. to cross-int. 2. I have taken the amnesty oath prescribed by President Johnson, of the 29th May, 1865.

Recalled by counsel for G. A. Le More & Co.:

Int 1. Did you, or did you not, sell any cotton to John Pargoud?
355 If aye, how many bales? Who raised the cotton which said John Pargoud sold to G. A. Le More & Co.? What mark, if any, did the cotton have?

Ans. to int. 1. Yes, I sold cotton to John Pargoud. I sold him three hundred bales. I raised the cotton which John Pargoud sold to G. A. Le More & Co. The cotton that was marked, was marked, "S. W. Downs," which is the plantation mark of my plantation.

Int. 2. What became of the cotton?

Ans. to int. 2. Part of the cotton which I sold him was taken by the gunboats under command of Lt. Commander Foster.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Solomon Wentzell Downs, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special commissioner, at his office in Monroe, Louisiana, on the 24th day of August, A. D. 1865.

1st int. Was you present at an interview between Capt. Foster, of the U. S. fleet of gunboats, and Jules Le More, in regard to cotton then being put on board of the U. S. transports?

356 Ans. to int. 1st. I was present at an interview between Capt. Foster, of the U. S. fleet of gunboats, and Jules Le More, in regard to cotton then being put on the transports.

Int. 2. Did, or did not, Le More admit that he had paid for the cotton in gold?

Ans. to 2d int. He said he had paid the export duties in gold.

Int. 3d. Did he say he had paid for the cotton with gray cloth?

Ans. to 3d int. No. He said he had not given gray cloth for this cotton.

Cross-interrogatories by the counsel for the United States:

Cross-int. 1. State particularly when the interview between Capt. Foster and Jules Le More, of which you have spoken, took place?

Ans. to cross-int. 1st. The interview between Capt. Foster and Jules Le More took place while the U. S. fleet of gunboats was lying at Monroe, in April, 1864. Jules Le More, Lorenzo Hawkins, and I got in a skiff at
357 the landing at Monroe, and went to the gunboat Lafayette, and Le More inquired for Capt. Foster. He was informed by the officers that Capt. Foster was down on the gunboat Choctaw. We then went down to the Choctaw in the skiff. When we arrived at the Choctaw, Mr. Le More inquired for Capt. Foster. Capt. Foster came forward, and the interview detailed by me in my examination in chief took place. Capt. Foster stood on the deck of the gunboat Choctaw, and Le More remained in the skiff during the interview.

Cross-int. 2d. Have you taken the amnesty oath? How old are you? Where do you reside?

Ans. to cross-int. 2d. I have taken the amnesty oath prescribed by the President of the United States in his proclamation of the 29th May, 1865. I am eighteen years of age. I reside two miles below Monroe, on the Ouachita river, in the parish of Ouachita, Louisiana.

Cross-int. 3d. Have you any interest, either direct or indirect, in the event of this suit?

Ans. to cross-int. 3d. I have no interest, either direct or indirect, in the event of this suit.

358 Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of John Ray, in behalf of G. A. Le More & Co., taken before Wesley J. Q. Baker, special comissioner, at his office in Monroe, Louisiana, on the 24th day of August, A. D. 1865.

Int. 1st. What is your profession? Are you practicing your profession or not?

Ans. to int. 1st. I am a lawyer by profession. I have been practicing my profession in this place the last twenty-six years.

Int. 2d. Is a verbal sale of cotton, accompanied by delivery, valid by the laws of Louisiana or not?

Ans. to int. 2d. Yes; a verbal sale of cotton, or other personal property, is, by the laws of Louisiana, valid when accompanied by delivery.

Int. 3d. Are you acquainted with A. Lazare, John Pargoud, Dr. John T. Simmons, L. Queyrouze, John Wentzell, S. W. Downs, and Joe. Pargoud? Are they men of probity and integrity, or not? State what their standing is, respectively, in the community where they live?

359 Ans. to int. 3d. I am well acquainted with all the individuals named in the interrogatory except L. Queyrouze. I have been acquainted with them for many years. They are all men of good property in this country, and men of high standing, and their character for truth and veracity has never been questioned. John Pargoud has been dead about a year. I knew L. Queyrouze as a merchant in the city of New Orleans, several years ago, and from whom I occasionally purchased m'd'se; beside that, I saw him here in 1864, and again here within the last week. He never lived in the community in which I live. I have no means of knowing his character for truth and veracity in the community where he lived. I never heard anything derogatory to his standing and character.

Int. 4. Did you see Jules Le More at the Simmons plantation? What was he doing there when you saw him? What was his business there?

Ans. to 4th int. I saw Jules Le More at the Simmons plantation a few days before the gunboats came up the Ouachita and took the cotton.

360 He was engaged about the cotton pile, looking after it. His business seemed to be to look after the cotton. I thought he was engaged in marking the cotton.

Int. 5th. Was, or was not, Jules Le More a stranger in the neighborhood of Monroe in the spring of 1864?

Ans. to int. 5th. The first time I ever saw Jules Le More was in the spring of 1864. I think he was a stranger in this neighborhood in the spring of 1864.

Int. 6th. Is a verbal sale of cotton or other personal property, unaccompanied by delivery, valid or not, by the laws of Louisiana?

Ans. to 6th int. A verbal sale of cotton or other personal property, without delivery, is not valid as to third persons, without notice, according to the laws of Louisiana.

Int. 7th. What position did W. A. Broadwell hold in the trans-Mississippi department, under the so-called Confederate States gov't?

Ans. to 7th int. W. A. Broadwell was lt. col. and chief of the cotton

361 bureau established in the trans-Mississippi department. I know so from seeing the order creating the bureau, and his appointment as the chief of the bureau, as published in the papers; and I also know that he was recognized in that capacity by the military authorities of the so-called Confederate States.

Int. 8th. What position did John A. Buckner hold in the trans-Mississippi department, under the so-called Confederate States?

Ans. to 8th int. John A. Buckner was major on the staff of Gen'l E. Kirby Smith and agent of the cotton bureau, and had charge of all the cottons

claimed by the so-called Confederate States, in the Ouachita valley, in the State of Louisiana.

Filed Sept. 18th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of John A. Buckner, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office, in the city of New Orleans, Louisiana, on the 19th day of August, A. D. 1865.

1st ques. What is your name, age, and profession?

362 Ans. John A. Buckner; aged thirty-three years; profession, planter.

2d ques. Did you, or did you not, hold an office under the Confederate States government, in the Washita valley, during the years 1863 or 1864, or any portion of them?

Ans. I did. I was assistant inspector general on the staff of Gen'l E. Kirby Smith, under orders to deliver cotton sold by the cotton bureau, from December, 1863, to April, 1865.

3d. ques. Did you, or did not, in your official capacity, deliver any quantity of cotton to Mr. Leon Querouze, or any other person, in the fore part of 1864? And if yea, from what plantation or place was said cotton taken *from?*

Ans. Under orders from the cotton bureau, I delivered Mr. Leon Querouze 830 bales of cotton in the latter part of February, 1864, from the Simmons plantation, and took his receipt for the same. I do not know what has become of the receipt.

363 4th ques. Have you, or not, any knowledge of transfer of cotton belonging to the Louisiana State Bank, from Red river, for corresponding amount of cotton on the Washita river? And if yea, state to your knowledge what has become of said transfer; and if annulled or otherwise, state the reason why.

Ans. There was a transfer of the Louisiana State Bank cotton on Red river, made by the cotton bureau for a corresponding amount of Confederate States cotton in the Washita valley. To the best of my recollection, the number of such bales of cotton was twelve thousand, more or less. Owing to the burning of the cotton in the Washita valley by military order, the transfer was annulled.

5th ques. State whether you know, or do not know, what has become of the cotton of the Louisiana State Bank on Red river. Where is it now, or where was it when you last see or heard of it? and if disposed of, by whose orders, and by whom removed?

Ans. All I know about it is what Mr. Stevenson, the agent of the

364 Louisiana State Bank, told me in the month of July, 1865, that he was shipping his cotton to New Orleans. This was in Shreveport. I inferred from the conversation that the cotton h was speaking about was the bank cotton.

6th ques. Did, or did not, Mr. Stevenson, as agent of the bank, in conversations with you, set up any claim to the 830 bales delivered to Querouze?

Ans. He did not.

7th ques. Was there, or was there not, to your knowledge, any claim set up for said cotton delivered to Querouze, in your official capacity, by Messrs. Withenbury & Doyle, or any other party?

Ans. There was no claim set up to me by Messrs. Withenbury & Doyle for said cotton. Mr. Ballard stated to me, subsequently to the delivery of the cotton to Mr. Querouze, that he had lien upon that cotton.

8th ques. Please state whether or not, to your knowledge, payments for steamboats bought, chartered, leased, or seized by the Confederate States

365 government, within confederate lines, were ever made in cotton; and if not, in what was such payments made, if made at all?

Ans. I never knew of payments being made in cotton. If paid at all, it was with confederate bonds or certified accounts.

9th ques. Have you, or have you not, known one Mr. Andrew W. McKee, within the confederate lines? If yea, what was his position or occupation under the Confederate States government? What authority or powers did he have concerning the cotton of the Confederate States?

Ans. I knew said Andrew W. McKee officially. He was an agent of the treasury department of the Confederate States for the purchase of cotton.

10th ques. Had, or had not, this Mr. McKee, in his official capacity, any authority whatever on cotton after it was purchased by the Confederate States, and, specially, in the Washita valley.

Ans. I did not know of his having authority to dispose of the
366 confederate cotton. The cotton bureau established by General Smith was the only authority in the trans-Mississippi department that I knew of.

Cross-examined in behalf of Withenbury and Doyle:

11th ques. Under what immediate authority were you acting in the disposal of Confederate States treasury department cotton? Had you any authority whatever from the treasury department at Richmond to purchase or dispose of cotton? If so, what was it?

Ans. My authority was from the cotton bureau, approved by the commanding general of the trans-Mississippi department. I had no authority from the treasury department at Richmond. My authority was from Colonel W. A. Broadwell, the chief of the cotton bureau, approved by General E. Kirby Smith.

12th ques. Who was acting as agent for the Louisiana State Bank, in the transfer of cotton you have referred to, and who was agent for the Confederate States in the same transaction.

Ans. Mr. John A. Stevenson was generally considered the agent,
367 and the only agent, of the Louisiana State Bank, in that region of country. I do not know whether the transfer of the Louisiana State Bank cotton was made by Colonel Broadwell or General Smith.

13th. ques. At what time, and at what particular agency of the cotton bureau, was the transfer made?

Ans. I do not know the time of the transfer, or at what agency it was made.

14th ques. Were you ordered to deliver the particular cotton on the Simmons plantation to Querouze, or was it optional with you to deliver that or any other cotton? and were you not hesitating for a considerable time before you finally transferred the 830 bales of the Simmons cotton to Querouze?

Ans. It was optional with me to deliver that or any other lot of confederate cotton; I hesitated no longer than what was necessary in the usual course of business. I gave him this lot of cotton because it was all together, and convenient to the Washita river.

15th ques. During the time of the negotiation of the Simmons
368 cotton with Querouze, did Mr. Jules Le More go up to Shreveport one or more times, to secure this particular cotton? and did he bring from Shreveport any particular documents from the cotton bureau? If so, what were they?

Ans. There was no delay in the negotiation about the Simmons cotton. When I proposed to deliver the Simmons cotton, it was accepted by Mr. Querouze after he examined the cotton. There were no documents shown me by Mr. Le More from the cotton bureau, that I remember.

16th ques. Who, if anybody, showed you a permit to export this cotton, and in whose favor was the permit written, and from where did the permit emanate?

Ans. As well as I can recollect, the order directing me to deliver the cotton; conveyed with it a permit for it to be shipped out of the confederate lines; the order and the permit emanated from the cotton bureau.

17th ques. In whose favor was the permit granted?

Ans. I do not remember whether the permit was granted in the
369 name of Mr. Querouze or Mr. Le More.

18th ques. What was the consideration paid by Querouze for this cotton?

Ans. I do not know; I was only ordered to deliver the cotton.

19th ques. Did you know of any debts being paid by the Confederate States with cotton? If any, what was the nature of the debts so paid?

Ans. I did not know of cotton being used to pay for property purchased within the confederate lines; cotton was used for the purposes of paying for foreign supplies.

20th ques. Do you know from whom A. W. McKee received his appointment as treasury agent?

Ans. I do not know positively. He was generally considered as an agent appointed by the treasury department, at Richmond, for the purchasing of cotton.

21st ques. Was, or was not, the Simmons cotton purchased from
370 Simmons by a treasury agent.

Ans. I do not know by whom it was purchased.

22d ques. Did, or did not, Le More & Co., through the cotton bureau established by Gen'l E. Kirby Smith, prefer a claim for the value of this cotton, to be sent to Richmond, after it was captured by the United States navy?

Ans. I do not know.

23d ques. Did you know, officially or otherwise, through the cotton bureau at Shreveport, that Le More & Co., furnished supplies to the Confederate States?

Ans. I have no knowledge of the fact.

Filed Sept. 19, 1865.

GEO. P. BOWEN, *Clerk*.

Deposition of Christian Roselius, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 26th day of August. A. D. 1865.

371 Ques. You will please state what is your name and occupation.

Ans. My name is Christian Roselius; my age, sixty-two years; occupation, attorney and counsellor at law.

Ques. Have you, or have you not, any connexion with the Louisiana State Bank, since the year 1862? and if yea, please state what those connexions were.

Ans. On the 20th March, 1865, I was appointed by military authority one of the commissioners for the liquidation of the Louisiana State Bank, and since that time have acted in that capacity. This is my only connexion with the bank at any time except having been a stockholder for nearly eighteen years, but had nothing to do with the administration of the bank.

Ques. Had you, or had you not, in your official capacity of liquidator, any control or direction of the cotton bought by J. A. Stevenson for the said bank? If yea, please state what power, control, or authfirity you had in the matter.

Ans. The commissioners had the sole control of everything connected with the administration of the bank, and among other things of the cotton

372 which had been forwarded to them by John A. Stevenson, the agent appointed for the purchase of cotton for the bank; but of this cotton only six thousand two hundred bales have been received, and this is the only cotton over which the commissioners exercised an immediate control. The balance of the cotton belonging to the bank is in places to which the commissioners have no access, and over which, therefore, they cannot individually exercise any power, nor does deponent know the locality where that cotton at present is.

Ques. Had or had not J. A Stevenson absolute right or authority to sell or exchange the cotton belonging to the bank, or was it necessary that his acts in the premises should be ratified or approved at all by any other person or persons?

Ans. Since I have been one of the commissioners, no such authority was ever vested in Mr. Stevenson. His authority was limited to the purchasing and forwarding the cotton thus purchased for the bank; but before I became one of the commissioners a resolution on that subject had been passed by the board of directors, the exact purport of which I do not now remember.

373 Ques. Did this resolution which you speak of or the commissioners of the bank give their consent to the exchange prepared to be made by J. A. Stevenson with the so-called Confederate States, of cotton owned by the bank on Red river, for cotton claimed by the so-called Confederate States on the Washita river?

Ans. The commissioners never authorized Mr. Stevenson, or anybody else, to enter into any contract whatever with the so-called Confederate States. Whatever resolution may have been passed on that subject, I know nothing about it.

Ques. Was or was not that exchange of cotton, above referred to, ever completed or approved by those whose consent was necessary to give it validity?

Ans Not, so far as I am informed.

Ques. Was or was not, to your knowledge, such a contract in existence, either completed or not? and if yea, was it not repudiated or cancelled by the bank, its liquidators or officers?

374 Ans. As I have already stated, I do not know of the existence of any such contract.

Ques. Have or have not all the sales of cotton made to Grieff & Zunts by the Louisiana State Bank been repudiated by the commissioners of the said bank?

Ans. A contract was made before I had any connexion with the bank as commissioner, between Mr. Stevenson and Messrs. Grieff & Zunts, and perhaps with other gentlemen whose names I do not remember, by which Grieff & Zunts obligated themselves to bring this cotton to market, and obtain papers for that purpose, and to pay the bank a certain rate per pound—I think thirty cents a pound, but I am not certain—and the balance of the price for which cotton might be sold was to be theirs, for the trouble of bringing it up and down. After I was appointed, with my colleagues Miltenberger and Lapeyre, and, if I am not mistaken, after a part of the cotton had come down, through our own expense and agency, these gentlemen set up a title to this cotton, under this contract, which the board of commissioners refused to recognize; and the question as to the validity of the rights claimed by

375 them under that contract still remains undetermined—these gentlemen insisting that they have rights under this contract, and commissioners denying the validity of these rights.

Ques. Was or was not that sale or transfer to Grieff and Zunts of cotton, among which a certain number of bales was then, and had been raised or cultivated, on Simmons's or Hopewell plantation, simulated?

Ans. I have no reason to suppose that the contract was simulated, but, on

the contrary, the parties intended it as a real contract; but I am of opinion that it is not now binding upon the liquidators of the bank, because Messrs. Grieff & Zunts did not comply with the conditions upon which the contract was made, nor do I know on what plantation any part of this cotton was raised.

Ques. What were the conditions of said contract? When was it made? When and where, and to whom was the property to be delivered?

376 Ans. I cannot answer. The contract is at the bank, and Mr. Lapeyre can exhibit it; I never saw it but once, and I do not recollect its contents particularly.

Ques. Where was the cotton situated which the bank owned, on the banks of Red river or the banks of the Washita river?

Ans. I have already stated, in my answers to previous questions, that I have no knowledge where this cotton was or is, except that portion which came here, and a part of it has been sold and a part sent to Europe for sale.

Ques. Are you acquainted with Mr. Jules Le More? and if yea, what character has he borne in this community where he has lived as to veracity and integrity?

Ans. I have known Mr. Jules Le More very well, and he has always had the reputation of being a gentleman of truth and honor.

Cross-examination in behalf of the United States:

Ques. Did Mr. Jules Le More leave New Orleans after it was surrendered to the federal forces? If yea, did he leave as a registered enemy, and when did he return?

377 Ans. I was not aware that Mr. Jules Le More had left New Orleans permanently, at any time; but if he had, it must be after the federal forces occupied New Orleans. I never knew him to be a registered enemy, and always believed him to be a French subject.

Ques. Whether the six thousand bales of cotton spoken of came from Red River or not?

Ans. That they came from that neighborhood, as I have been informed, and as I should judge from the very great expense of transportation which was paid by us.

Ques. Does your knowledge of the cotton claimed by the bank date from your appointment as commissioner?

Ans. I know nothing of the matter except what has transpired since I have been appointed commissioner.

Filed September 19th, 1865.

GEO. P. BOWEN, *Clerk*.

Deposition of John M. Lapeyre, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 28th day of August, A. D. 1865.

378 Ques. What is your name, age, residence, and occupation?

Ans. My name is John M. Lapeyre; my age, sixty-four; my occupation, banker.

Ques. What connexion had you with the Louisiana State Bank since 1862, and had you any control of the direction of the cotton bought by J. A. Stevenson for the bank? and if yea, what power or authority had you in the matter?

Ans. At the time, I was president of the bank, and was so until the month of March last, 1865, and in that capacity I had control, through Mr. Stevenson, of the cotton bought for the bank by said Stevenson.

Ques. Had J. A. Stevenson the absolute right or authority to sell or exchange the cotton belonging to the bank, or was it necessary that his acts

in the premises be ratified or approved of by any other person or persons?

Ans. Since Stevenson left here to go through the lines no communication could be had with him, and, in anticipation of that difficulty, he was,

379 on the start, fully authorized to act as his own judgment might dictate in all that had reference to the cotton in question.

Ques. Who were the persons whose consent was necessary to give validity to the acts of Stevenson, relative to the sale, or exchange, or disposal of this cotton?

Ans. As to the exchange which took place outside of the lines, the contract was binding by the sole act of Stevenson. As to the sale made here, it was approved by me as president of the bank, under the resolutions of the board of directors.

Ques. Did the board of directors of the bank, or the commissioners, since, give their consent to the exchange made, or prepared to be made, by Stevenson, with the agent of the so-called Confederate States, of cotton owned by the bank on Red river, for cotton claimed by the so-called Confederate States, on the Washita river?

Ans. The action of the board of the directors in approving of the sale of the cotton on the Washita, proved their acceptance of the exchange made by Stevenson.

380 Ques. Was that exchange of cotton spoken of, ever completed and approved by the board of commissioners of the bank appointed by military authority?

Ans. At the time the exchange was made known to the bank, the board of directors were authorized to act under the supervision of the commissioners. The latter were informed of the transaction, and of the approval of the board of directors, and no objection was raised on their part—that is, as to the exchange.

Ques. Has not that exchange been since cancelled or repudiated by the bank, its directors, or commissioners?

Ans. Several months after the exchange took place, seeing the impossibility of reaching the Washita cotton, the agent, John A. Stevenson, annulled the original contract, and took back the original cotton on the Red river, less about thirty-five hundred bales, which, while the exchange was in force, and whilst under control of confederate government, had been destroyed or lost, and for which we maintain our claim against the confederate government.

381 Ques. Have, or have not, all the sales of cotton made by the Louisiana State Bank to Grieff & Zunts, been repudiated by the commissioners of the bank?

Ans. Yes, as far as the Red river cotton is concerned, but not as to any cotton which we were deprived of by force or by seizure on the Washita, whilst the change of cotton existed.

Ques. Was, or was not, the transfer to Grieff & Zunts of cotton, among which a certain number of bales was located and raised on Simmons's or Hopewell plantation, simulated?

Ans. Where the cotton was raised I am not able to say, but among the cotton transferred by the bank to Grieff & Zunts were nine hundred and thirty-five bales, located on the plantation of said Simmons. The transfer or sale with Grieff & Zunts was not simulated, but was bona fide. It was annulled later because it could not be carried into effect to the extent it was expected. This lot of nine hundred and thirty-five bales of cotton on the Simmons plantations, was part and parcel of cotton transferred to the bank, in exchange of the Red river cotton, by the confederate goverment.

382 Ques. What was the consideration of said transfer? How was it

paid for? When was the sale made? When, where, and to whom was the property delivered?

Ans. The sale took place in March, 1864, in New Orleans. The consideration to be paid to the bank was thirty cents per pound, free of all duties and expenses, as the cotton was received in New Orleans, the purchasers engaging to bring the cotton at their own expense to the city. Parties went up with John A. Stevenson, agent of the bank, to receive the cotton on the Washita, but owing to the then existing circumstances, no delivery could be made.

Ques. Where was the cotton located, which the bank owned, on the Red river, or the Washita river?

Ans. I am unable to designate all the localities, either on the Red river or on the Washita river, where the cotton was situated or located. It was spread over a large tract of country on both rivers, in small lots.

Ques. Are you acquainted with Mr. Jules Le More? and what has been, and what is, his general reputation in this community as to veracity and integrity?

383 Ans. I have been acquainted with him for several years. I have never heard his integrity or veracity questioned.

Cross-examination in behalf of the United States:

Ques. When Stevenson notified you, by letter, that he had cancelled the contract for exchange of cotton with the Confederate States authorities, did he make any exception or reservation of any particular lot of cotton on the Washita, in that letter?

Ans. No; I do not know even if he was acquainted with seizure of that cotton by Commodore Porter.

Ques. At what time was this first exchange made by Stevenson and the Confederate States authorities?

Ans. In August, 1863.

Ques. Do you know whether the firm of G. A. Le More & Co., claimants, have had any transactions with the so-called Confederate States government, or any officers thereof, in the way of furnishing supplies of any kind to that government, or the officers thereof?

384 Ans. I know nothing personally of such transactions; I have heard stated that they did furnish certain cloths and vestings to the confederate government.

(This question objected to by counsel of Le More & Co., as hearsay evidence.

Ques. Was Jules Le More during the rebellion friendly to the so-called Confederate States government?

Ans. I do not know. Public rumor was that he had made a contract with the confederate government, but by what motives he was prompted thereto, I cannot say.

(Objected to on account of its being hearsay evidence.)

Ques. What was the character of the funds that the bank used in purchasing the Red river cotton, by Stevenson, agent for the bank?

Ans. Confederate States treasury notes.

Ques. Is not the claim of the bank to the cotton in controversy based upon the loss and damage of the bank cotton situated on Red river, while it was under the control of the so-called Confederate States?

385 Ans. Yes, because the bank considered they were entitled to compensation for their loss on the Red river, out of the Washita cotton, as far as they could get hold of it.

Filed Sept. 19, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Aristide Miltenberger, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 29th day of August, A. D. 1865.

Ques. Please state your name, age, and occupation.

Ans. My name is Aristide Miltenberger; my age is fifty-five years; residence, New Orleans; occupation, commission merchant.

Ques. Have you, or have you not, connexions with the Louisiana State Bank, since the year 1862? and if yea, state what those were?

Ans. I was commissioner, appointed by the military authorities, to liquidate the affairs of the bank in 1863.

Ques. In your capacity of commissioner, had you, or not, control or direction of the cotton bought by J. A. Stevenson, for the bank? and if yea, state what authority you had in the matter.

386 Ans. Yes, I had the authority of a commissioner.

Ques. Had, or had not, J. A. Stevenson the absolute authority or right to sell or exchange the cotton belonging to the bank, or was it necessary that his acts in the premises should be ratified or approved by any person or persons?

Ans. I consider that whatever he did was to be approved by the commissioners.

Ques. Was the consent of the commissioners of the bank, or other officers, necessary to give validity to the acts of Stevenson for the sale, exchange, or otherwise disposal of the cotton of the Louisiana State Bank, or was the consent of a majority of them sufficient?

Ans. Stevenson being on the spot, a certain latitude was of course allowed him. His powers were sufficient to give him authority to sell, exchange, or otherwise dispose of cotton belonging to the bank, subject to the approval of the commissioners. Powers were given to said Stevenson before I was appointed commissioner. The powers given to him were to represent the bank in the best way he could.

387 Ques. How many other commissioners were appointed with you?

Ans. Two, namely: J. M. Lapeyre and Col. Dwight, U. S. A.

Ques. Did the commissioners give their consent to the exchange made or prepared by J. A. Stevenson, with the agent of the Confederate States, of cotton owned by the bank on Red river, for cotton claimed by the Confederate States on the Washita river?

Ans. Yes, I believe they gave a conditional consent: the condition was, that it could be annulled at any time.

Ques. Was that exchange ever completed and approved?

Ans. It was, as far as we could save the cotton.

Ques. Was any portion of the cotton on the Washita saved?

Ans. There was nine hundred and odd bales saved, and taken to Cairo by the United States forces.

Ques. Was, or was not, the contract of exchange of that cotton, above mentioned, repudiated and cancelled by the bank?

388 Ans. It was not cancelled or repudiated by the bank, so far as the cotton was got, but it was, after the nine hundred and odd bales were got.

Ques. Were, or were not, all the sales made to Grieff & Zunts by the bank, repudiated by the commissioners of the bank?

Ans. I, for one, did repudiate them. Subsequently Grieff & Zunts came and claimed the cotton received by the bank since June, 1865, but were repudiated by the commissioners, about one or two months after the expedition of Gen'l Banks to Red river. I consider the sales to Grieff & Zunts repudiated.

Ques. Was, or was not, the sale or transfer to Grieff & Zunts of cotton,

among which was a number of bales located and raised on Simmons's or Hopewell plantation, simulated.

Ans. It was not a simulated sale, but I opposed it.

Ques. When was that sale made? what was the consideration? when and where was it made? and to whom was the property delivered?

389 Ans. I refer to the agreement between the bank and Grieff and Zunts.

Ques. Where was the cotton located which the bank owned on Red river? and upon the Washita river, located?

Ans. On Red river and Washita river.

Ques. Are you acquainted with Mr. Jules Le More? and if yea, please state what is his general reputation in this community as to veracity and integrity.

Ans. I have always considered him as a very honorable person, in all my transactions with him.

Ques. Did you, or did you not, receive, some time in March, 1864, from Mr. Jules Le More, a communication asking you to obtain a permit from the federal authorities at New Orleans to take out from the Washita river certain lots of cotton belonging to G. A. Le More & Co., of Havre, France?

(This question is objected to by Mr. C. S. Kellogg, attending in behalf of the United States, on the ground that the statements of Le More & Co., or their agent, are not testimony. Further ground, communication being in writing, it is not produced.)

390 Ans. I received such a communication, but could not obtain permit. Did not act on the communication.

Cross-interrogatories in behalf of the United States:

Ques. When did Mr. Jules Le More last leave New Orleans?

Ans. I do not know.

Ques. Did Mr. Jules Le More remain in New Orleans after it was surrendered to the United States forces? If yea, how long did he remain?

Ans. He was in New Orleans after the surrender of the city to the United States forces, to the best of my knowledge; how long he remained I do not know

Ques. Whether Jules Le More, as agent or otherwise, was engaged in supplying the Confederate States government with any supplies?

Ans. I know nothing about it; I was in the north.

Ques. At what time did the bank repudiate the contract with Grieff and Zunts?

391 Ans. About the month of June, 1864, or about one or two months after General Banks went upon his expedition.

Filed September 19th, 1865.

GEO. P. BOWEN, *Clerk*.

Deposition of Selim Magner, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 30th day of August, A. D. 1865.

Ques. What is your name, age, occupation, and residence?

Ans. Selim Magner; near forty-six years; notary public; and New Orleans.

Ques. Do you know Mr. Leon Querouse? what has been his principal occupation in this city? and have you, or not, known him as a member of some of our public institutions here? If yea, state which.

Ans. I knew him over twenty years,; merchant, in the grocery line. He was a director of the Bank of America from its creation, and others which I do not recollect.

Ques. What was his general reputation for veracity and integrity?

392 Ans. One of the most honorable men in this community.

Ques. In transactions would take his representations as true?

Ans. I would.

Ques. Do you know anything in relation to this suit of the United States vs. sundry bales of cotton?

Ans. I know nothing about it; never heard anything about it.

Filed September 19th, 1865.

GEO. P. BOWEN, *Clerk.*

Deposition of Augustin Capdevielle, in behalf of G. A. Le More & Co., taken before Hugh Madden, notary public, at his office in the city of New Orleans, Louisiana, on the 30th day of August, A. D. 1865.

Ques. What is your name, age, occupation, and residence?

Ans. My name is Augustin Capedevielle; my age is fifty-eight; collector of the New Orleans Insurance Company; residence, New Orleans.

Ques. Have you known Mr. Leon Querouze? If yea, state how long.

393 Has he been a member of any of our public institutions? and what was his principal occupation?

Ans. I have known him twenty-eight years; his principal occupation in this city is a merchant in the grocery line. I believe that he was director of the Bank of America and of the Louisiana Mutual Insurance Company.

Ques. What was his reputation and general character in this community, as to veracity and integrity?

Ans. His reputation was very good; he was considered a very honest and truthful man.

Ques. In any transaction with him, would you, or would not, take his representation as true?

Ans. Yes.

Cross-examination by W. W. Withenbury:

Ques. Do you know whether Mr. Leon Querouze, at any time during the late rebellion, was within the lines of the so-called southern confederacy, or in Mexico?

Ans. I don't know.

Ques. Was he continually in the city of New Orleans during the late rebellion, or was he absent from the city during that rebellion?

394 Ans. He was not here all the time; I heard from the merchants here, that he was in Matamoras.

Ques. You have answered in your direct examination, that you know and believe Mr. Querouze to be a man of truth and veracity; is this opinion of him confined to your knowledge of him while in this city?

Ans. Yes.

Ques. If you were to know by Mr. Querouze's own testimony that at any time during his absence from this city, and during the late rebellion, he had, in order to sell property within the confederate lines, and to raise money therefrom, deceived the party to whom he did sell said property, by misrepresenting the manner in which he, Querouze, had obtained said property, and giving a false appearance to the title of the same, would you still believe him to be a man of truth and veracity?

Ans. Yes, I would still have the same opinion of him.

Ques. If you knew from Querouze's own testimony that he had represented himself as the agent of P. Garcia, a Mexican, and had sold property to another as the property of P. Garcia, and received the money therefor, and he should afterwards testify that he never was the agent of

395 P. Garcia, and that P. Garcia never owned the property so sold, but that the whole transaction was a deception and subterfuge for the purpose

Supreme Court of the United States.

No. 107. DECEMBER TERM, 1867.

G. A. LE MORE & CO, CLAIMANTS OF 830 BALES OF COTTON,

VERSUS

THE UNITED STATES.

ARGUMENT FOR CLAIMANTS.

LOUIS JANIN,
Of Counsel for Appellants.

McGILL & WITHEROW, PRS.

Supreme Court of the United States.

No. 107.

G. A. LE MORE & CO., CLAIMANTS OF 830 BALES OF COTTON,

vs.

THE UNITED STATES.

ARGUMENT FOR CLAIMANTS.

In April, 1864, a flotilla of gunboats, commanded by Lieut. Commander Foster, and part of the fleet of Admiral Porter, took possession of a great quantity of cotton, lying on or near the banks of the Washita river, in Northwestern Louisiana. This cotton was claimed as prize by the naval captors, and carried to Cairo and libelled in the district court of the United States for the southern district of Illinois.

Among this cotton there were about 900 bales which had been raised on the plantation of John T. Simmons, on the Washita river. Three different parties filed claims to this cotton; all three claims were dismissed; and each of these claimants has appealed to this court. It appears that the three cases were consolidated in the court below, and were tried together; and this court having, on the motion of the Attorney General, ordered that they be tried together in this court likewise, the evidence in the three cases will be considered in this brief.

All these claimants oppose one another. The case of G. A. Le More & Co., on whose behalf this brief is submitted, appears on the docket as case No. 107; the case of the claimants Withenbury & Doyle as No. 112, and the case of Grieff & Zunts as No. 246. The reasons of the decree of the district court are not contained in these records, but have been printed by the Treasury Department at Washington, and as this joint judgment presents, in a very compact form,

the views of the district court on the facts and the law of these cases, it is herewith submitted in print as the most compendious mode of making this court acquainted with the nature of the controversy.

"*Opinion of the Court.*—In April, 1864, the United States navy seized 910 bales of cotton, on the bank of the Wachita river, in the State of Louisiana. That part of Louisiana was then subject to rebel dominion, and had been from the breaking out of the rebellion. The cotton was brought into this district and libelled as prize of war. It was sold under an interlocutory decree, and the proceeds deposited to the credit of the court. There are three claimants to these proceeds: Withenbury & Doyle, Grieff & Zunts, and G. A. Le More & Co. These claims are now submitted to the consideration of the court. The proof discloses this state of facts:

"1. The cotton was raised by Tatum & Simmons, near the place of seizure, and sold by them to the Government of the so-called Confederate States in December, 1862.

"2. Withenbury & Doyle, being citizens of the State of Ohio, purchased the cotton from A. W. McKee, an agent of the Confederate States, in January, 1864. When the rebellion commenced they were owners and masters of two steamboats, running between New Orleans and upper Louisiana. With these boats they rendered services to the Confederate authorities. The cotton was sold to them in consideration of these services. They, however, insist that the services were rendered under compulsion. They had the permission of the general commanding the United States forces in the Department of the Gulf to pass through the United States lines into upper Louisiana, and bring to New Orleans and sell twenty-five hundred bales of cotton.

"3. On the capture of New Orleans by the United States forces, in May, 1862, the Louisiana State bank, a monied corporation located in that city, had on hand a large amount of Confederate currency. In December, 1862, the commander of the United States forces in New Orleans authorized the bank to dispose of this currency in the purchase of cotton within the rebel lines. Under this permission, an agent of the bank passed through the United States lines into upper Louisiana, and purchased the cotton in question of a subagent of McKee, in August, 1863. And in March, 1864, the bank sold the cotton to Grieff & Zunts.

"4. Early in March, 1864, Leon Queyrouze, a naturalized

citizen of the United States, residing in New Orleans, purchased the cotton of Buckner, an agent of the Confederate States. And, later in that month, Queyrouse sold the cotton to G. A. Le More & Co., citizens and residents of France.

"Section 5 of the act of Congress of July 13, 1861, among other things, provides that 'it may and shall be lawful for the President, by proclamation, to declare that the inhabitants of such State, or any section or part thereof, where such insurrection exists, are in a state of insurrection against the United States, and thereupon all commercial intercourse by and between the same and the citizens thereof and the citizens of the rest of the United States shall cease and be unlawful so long as such condition of hostility shall continue.'

"The same section also contains this proviso: 'That the President may, in his discretion, license and permit commercial intercourse with any such part of said State or section, the inhabitants of which are so declared in a state of insurrection, in such articles, and for such time, and by such persons, as he, in his discretion, may think most conducive to the public interest, and such intercourse, so far as by him licensed, shall be conducted and carried on in pursuance of rules and regulations prescribed by the Secretary of the Treasury.'

"On the 16th of August, 1861, the President issued a proclamation, declaring 'that the inhabitants of the said States of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida, (except the inhabitants of that part of the State of Virginia lying west of the Allegheny mountains, and of such other parts of that State and the other States hereinbefore mentioned as may maintain a loyal adhesion to the Union and Constitution, or may be from time to time occupied and controlled by forces of the United States engaged in the dispersion of said insurgents,) are in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the exceptions aforesaid, and the citizens of other States, and other parts of the United States, is unlawful, and shall remain unlawful, until such insurrection shall cease or has been suppressed.'

"We do not entertain a doubt as to the true intent and meaning of the act of July 13, 1861. Indeed, the language is so clear and explicit as to render discussion unnecessary. The act interdicts all commercial intercourse between the loyal and insurrectionary parts of the Union during the ex-

istence of the rebellion, except what may be licensed by the President, and conducted under regulations to be prescribed by the Secretary of the Treasury. It expressly declares all commercial intercourse, not within the exception, to be unlawful. Prohibition is the rule, and license the exception. The inhabitants of the loyal and disloyal districts are rendered incapable of dealing with each other so long as the rebellion continues. Every contract between them, not founded on a license, is simply void. It neither passes title nor gives a right of action.

"The act invests the President with the power to put the prohibition into operation, and define the limits of insurgent territory. This power was exerted by the proclamation of August, 1861, and from that date the prohibition had all the force of positive law.

"It is clear that the contract between Withenbury & Doyle and the Confederate agent was within the prohibition. It was an act of commercial intercourse between the citizens of Ohio and of that part of Louisiana in insurrection, in violation alike of the letter and spirit of the statute. The contract was therefore null and void. The claimants acquired no title to the cotton. The question of ownership remained unaffected by the transactions between the parties. They had no legal capacity to trade with each other. While the rebellion continued, it was not in the power of these claimants to acquire title to this property except through a license from the President.

"It is equally clear that the Louisiana State Bank was within the prohibition. It is true that the city of New Orleans was originally within insurgent territory; but, on its capture and permanent occupation by the United States forces, it fell within the last exception in the President's proclamation, and ceased to be in a state of hostility to the United States. Such was the ruling of the Supreme Court of the United States in the case of 'The Venice,' (2 *Wallace*, 258.) And the President, in his proclamation of March 31, 1863, in again defining the limits of the insurrection, expressly excepts New Orleans. And this act of the President was prior, in date, to the purchase by the bank. It follows, that, after the 6th of May, 1862, the prohibition extended to the inhabitants of New Orleans, and they had no more right to trade with upper Louisiana than had the inhabitants of Ohio or Illinois. Nor can the purchase of the bank be sustained under the permission of the commanding general. The President alone could authorize commercial

dealing within the Confederate lines. As the bank acquired no title, it had none to transfer to Grieff & Zunts. The latter have, therefore, no interest in the property in dispute.

"The case of G. A. Le More & Co. is just as free from doubt. Queyrouse, through whom they claim, was clearly within the prohibition. He had no legal capacity to deal with the Confederate agent. He acquired no title to the cotton, and consequently had none to transfer to Le More & Co. The fact that they were citizens of France does not alter the case. If they had purchased directly from the Confederate agent, perhaps they would have acquired title. But it is useless to enter upon the discussion of that question. It is enough, for all the purposes of this case, to say, that they received no title to the cotton, for the reason that Queyrouse had none to impart.

"All of the claims must be dismissed."

In the course of this argument we shall refer to the records by their numbers. Before reviewing the evidence, we are bound to draw the attention of the court to an extraordinary feature in the record of the case of Withenbury & Doyle. At the end of this record, beginning at page 150, are found a mass of depositions under the following heading: "The following depositions, taken in behalf of the claimants, were filed in the office of the clerk of said court, to be read in evidence in the supreme court upon the hearing of the appeal in said cause." The clerk does not certify when these depositions were filed, but it is quite evident from the wording of his entry that they were not filed in the district court before the trial and decision of the case. If these were prize cases, and new evidence could be taken after the decision of the district court, the 25th and 27th rules of the supreme court should have been pursued. It is quite palpable, that although the important circumstance of the date of the filing is concealed, these depositions arrived too late to be filed before the decision, and were afterwards handed to the clerk, who had no right to certify them as a part of the record, as they never were seen or considered by the court below. But the enterprize of these claimants goes still further. The decree dismissing their claim was rendered on the 6th of November, (probably,) 1865, for even that is not quite clear, (Rec. 112, p. 37;) and afterwards—on the 27th of December, 1865, and 8th of January, 1866—these same claimants filed more evidence to be read in the supreme court.

It is obviously unnecessary to consider the purport or nature of this testimony, for it must clearly be disregarded. It now appears for the first time before the court in session, and this is not a court of the first instance.

This record exhibits other peculiarities which, although not as extraordinary as that just disclosed, yet characterize the nature of the evidence. The most important witnesses of the claimants were examined by them without previous notice to any of their opponents, (Rec. 112, pp. 37, 54, and 64,) and this testimony was admitted by the court, reserving to the other parties the right to cross-examine the same witnesses. But roving witnesses, examined under a commission *de bene esse*, can seldom be pursued and brought to testify by the adversaries of their friends, nor were they reached in this case.

A great deal more of the testimony in that record appears in such a shape that it is utterly impossible to know whether the adversaries of Withenbury and Doyle ever were notified that such testimony was to be taken or not.

But taking the records as they are, we come to the statement of our own case, that of G. A. Le More & Co.

These claimants are a commercial firm established at Havre, in France, composed of Gustave A. Le More and Leontine LeMore, his sister, who is a silent partner, and therefore takes no part in the management of the concern. These parties never resided in the United States, but had two brothers in New Orleans, named Alfred and Jules LeMore. Alfred and Jules Le More were partners of a commercial firm, established at New Orleans before the war, and dissolved in December, 1862. The name of their firm was Edward Gautherin & Co., the third partner being Edward Gautherin. The business of the Havre firm of G. A. LeMore & Co. was commission business, the exportation of goods, and the importation into France principally of cotton. (Rec. 107, pp. 82 and 90.)

On the 20th of May, 1863, Jules Le More wrote a letter to G. A. Le More & Co., dated from Matamoros, in which he informed them that, finding nothing to occupy him profitably in New Orleans, he had come to Matamoros, where advantageous business might be done in cotton, by buying either on the spot, or in Texas or Western Louisiana, and offered them his services to buy cotton for them at a commission of five per cent., and that Mr. Tertrou, whose acquaintance he had made in Mexico, was willing to advance money upon drafts drawn by him on them. (Record 107,

p. 81.) This letter was answered by G. A. Le More & Co. on the 24th of July, 1863, to the effect that they authorized Jules Le More to purchase for them not more than twenty-five hundred bales, to be delivered in Europe at two francs and a half a pound, his commission included. At the same time they sent him a letter of credit on Tertrou. (Record 107, pp. 82 and 83.) This was a transaction such as, no doubt, many commercial houses of Europe engaged in at that time. The difficulty of the claimants arises from the choice of their agent. While it was natural that they should have more confidence in a brother than in a stranger, and be willing to befriend him when he was thrown out of business, they were probably not fully aware how obnoxious this agent had become to the Federal authorities in Louisiana. The firm of Edward Gautherin & Co., of which this Jules Le More was a partner, residing in New Orleans, had contracted, in the latter part of 1861, with the Confederate Government to furnish a considerable quantity of cloth, for which they were paid $405,000 in gold, through a bank in New Orleans. This having become known to Major General Butler, he summoned Alfred and Jules Le More before him in New Orleans, and these parties not being willing to make disclosures which would have led to the discovery of the sum of $405,000 in gold, which then was still on deposit in New Orleans, General Butler had Jules Le More imprisoned in Fort Jackson at hard labor, and Alfred Le More at Fort Pickens with ball and chain, (Record 107, pp. 46 and 47,) and proposed to try them before a court martial, (Record 107, p. 49,) and, as he says, if they were convicted, would have hanged them. (Record 107, p. 33.) The money was received by Gautherin & Co., and afterwards taken by a Spanish man-of-war to Havana, having eluded the pursuit that was made. Mr. Reverdy Johnson, Commissioner of the State Department, coming afterwards to New Orleans, probably procured the release of Alfred and Jules Le More, (Record 107, pp. 35 and 36,) and we find Jules Le More at Matamoras in May, 1863. During the investigation General Butler got hold of the books and papers of Edward Gautherin & Co., and examined both them and their bookkeeper. General Butler has been examined in this case at great length, and from the pains which he takes to make his testimony very strong and full, seems to feel great bitterness and animosity toward these Le Mores. He says that G. A. Le More & Co., the present claimants, were partners of Edward Gautherin & Co., and being asked what his

means of knowledge on the subject were, answers: "The confessions of Jules Le More, the statements of his book-keeper under oath, the examination of books and papers and the account-current of the transaction." Fortunately for G. A. Le More & Co., nothing is easier than to prove from the record that General Butler's recollection, so far as G. A. Le More & Co. are concerned, is entirely incorrect. We have not the books and papers of Edward Gautherin & Co., except some produced by General Butler and annexed to his deposition, but we have the examination of Jules Le More, (Record 107, p. 46;) of Montardier, the book-keeper of Gautherin & Co., (Rec. 107, p. 44;) the account-current of the transaction, (Rec. 107, p. 44;) and there is not a syllable in any of them either implicating or even naming G. A. Le More & Co. On the contrary, the book-keeper, (p. 44,) who is evidently thoroughly informed and free-spoken under duress, tells us that other parties were interested with Edward Gautherin & Co. in the above-mentioned cloth transaction, and these parties were Jules Des Martines and Baron Selliére. The connection of Jules Le More with Edward Gautherin is the original sin of another, for which it is sought to make G. A. Le More & Co. responsible. Nothing is more abundantly proved than that G. A. Le More & Co. never were in partnership with either of their brothers or with Edward Gautherin. Jules Le More, (Rec. 107, p. 52,) Alfred Le More, (p. 72,) Gustave Le More, (p. 76,) Edward Gautherin, (p. 74,) Charles Hardouin, who has been nine years the book-keeper of G. A. Le More & Co., (p. 83,) and Henri Geffray, who has been their out-door clerk for seven years, (p. 91,) are all very positive on this subject. The United States and naval captors were represented at the examination of the last-named witnesses at Hâvre by a vice-consul and special commissioner, and nothing is easier than to ascertain in such a city as Hâvre the commercial relations of a firm composed of natives of the city. The examination of the book-keeper Montardier before General Butler, (p. 44,) would, by itself, leave no doubt on the subject.

We have seen that Jules Le More was appointed the agent of the claimants for the purchase of cotton, by a letter of the 24th of July, 1863, (Rec., 107, p. 90,) in answer to his of May 20, 1863, (p. 88.) The book-keeper of G. A. Le More & Co. swears that this letter was written by the head of the house on the day of its date, and on the same day copied into the letter-press. Furnished with this authority and letter of credit, Jules Le More proceeded to Western

Louisiana, as the scene of his operations. His business being to purchase cotton, he first bought 323 bales, one mile from Monroe, on the Washita river, from Lazare and John Pargoud, for which he paid $160 per bale, in United States currency. At that time Jules Le More was principally at Shreveport. There was at that place also a person by the name of Leon Queyrouze, who had come on from Mexico to settle a claim for cotton with the Confederate Government, and who was an old acquaintance of Jules Le More. There was at Shreveport a cotton-bureau, established by the Confederate commander of the Trans-Mississippi department, General Kirby Smith, which had charge of the preservation and disposal of the cotton purchased by the Confederate Government. The Confederate authorities had seized 415 bales of cotton, which Queyrouze had at Brownsville. Queyrouze preferred a claim before this cotton-bureau for indemnity, and was allowed 830 bales of cotton on the Washita, it being customary with the Confederate Government to give two bales of cotton in an exposed situation for one bale at or near Brownsville, where, on account of its comparative security from the United States forces and the facility for sending goods across to Matamoros, cotton had much more value. (Rec., 107, p. 109.)

Lieut. Col. W. A. Broadwell, of the Confederate army, was chief of the cotton-bureau in the Trans-Mississippi department, as appears from the order creating that bureau and his appointment as chief, as published in the papers, a copy of which is found in Rec. 112, p. 120. Under him was John A. Buckner, who was a major on the staff of General Kirby Smith and agent of the cotton-bureaus, and had charge of all the Confederate cotton in the Washita valley. (Rec., 107, p. 118.) Buckner, whose testimony was taken, declares that he was assistant inspector general on the staff of General E. Kirby Smith, under orders to deliver cotton sold by the cotton-bureau, from December, 1863, to April, 1865; that, under orders from the cotton-bureau, he delivered, in the latter part of February, 1864, to Mr. Leon Queyrouze, 830 bales of cotton, on the Simmons plantation, on the Washita river; that it was optional with him to deliver this or any other cotton to Queyrouze, but he chose this because there the necessary quantity was at hand. (Rec., 107, pp. 119, 120.) This cotton had been purchased by the Confederate Government from Dr. John T. Simmons, as will presently be shown. Queyrouze, being in want of money and anxious to sell, offered the cotton to Jules Le More for his

principals, but knowing from conversations that Jules Le More, from past experience, was anxious to avoid a collision with the Federal authorities, and would not be willing to buy cotton that had been owned by the Confederate Government, he told him that he had bought this cotton from planters, and that it belonged to one P. Garcia, whose agent he represented himself to be. (Rec., 107, p. 109.) Under these representations Le More agreed to purchase the cotton, and paid for it $160 per bale in United States currency, and an invoice was made out and receipt given. (Rec., 107. p. 57.) Thereupon the cotton was delivered to Le More. This cotton was raised on the Simmons plantation, the parish of Caldwell, on the Washita river, in the State of Louisiana. Dr. Simmons fully consented to Le More's taking possession and control of the cotton, and he assisted Le More in getting it ready for shipment. (Rec., 107, p. 110.) Le More then had that cotton hauled, through Wentzel and Pargoud, to the bank of the river, and got ready for shipment, having written to New Orleans for permission to ship it. He wrote for it to Mr. Aristide Miltenberger, at New Orleans, who received the communication, but did not act upon it, and consequently did not obtain the permit. (Rec., 107, p. 127.)

The manner in which the Confederate Government obtained the cotton is very clearly shown by the evidence. It had been raised upon the plantation of Tatum & Simmons, and was the joint property of John T. Simmons and the heirs of Tatum, (p. 95.) John Ray, a lawyer and planter of that parish, and near neighbor of Dr. Simmons, the Simmons plantation lying between Ray's residence and plantation, was in constant intercourse with Simmons, and acted as his legal adviser in all his legal business. Both Simmons and the widow and heirs of Tatum were desirous of making a partition of this property. To that end, on the 25th of December, 1862, John Ray, as attorney for Simmons, and Ludeling, as attorney for the widow and heirs of Tatum, met on the Simmons plantation, and an agreement was entered into for a partition of all the property, being land, negroes, about 1,100 bales of cotton, and some personal property. It was decided that Simmons should take all the property, and pay to the widow and heirs of Tatum $50,000 and assume all the debts of the partnership, which amounted to about $200,000. The $50,000 were to be paid in Confederate bonds or treasury notes, both having then considerable money value. It was also agreed that the $50,000 should be raised by the

sale of the necessary amount of cotton to the cotton-purchasing agent for the Confederate States.

Between 900 and 1,000 bales of cotton were thus sold to C. G. Young, sub-agent under A. W. McKee, general agent of said government for the purchase of cotton. A memorandum in writing was then made of this transaction. Legal proceedings were then taken to vest the title to all the property in Simmons, and the $50,000 in Confederate bonds or treasury notes were, by said Ray, for Simmons, paid over to the attorney for Tatum's heirs. (Rec. 107, p. 49.) This transaction is explained in precisely the same manner by Simmons himself. (P. 96.) Simmons adds (p. 96) that after the sale of his cotton to the Confederate States, it remained in his possession and custody, under a written agreement with the Confederate Government agent. Early in March, 1864, Simmons met Major John A. Buckner and Leon Queyrouze. Major Buckner informed him that he had been to his plantation to deliver to Queyrouze, and had delivered to him, the cotton which he (Simmons) had sold to the Confederate States. Queyrouze requested Simmons to take care of the cotton for him, and promised to give him a sack of coffee if he would watch it, and Simmons agreed to watch it. The same witness explains the official position of Buckner and Broadwell under General Kirby Smith in the identical manner in which it is set forth in the testimony of other witnesses who have been mentioned. Some eight or ten days after Simmons's interview with Buckner and Queyrouze, the former was accosted by Queyrouze, who introduced to him Mr. Jules Le More, and he was informed by them that Le More had purchased that cotton for the house of G. A. Le More & Co. Mr. Le More afterwards engaged Simmons to mark the cotton for the firm of G. A. Le More & Co., and take care of it, and to place it on rails in lines or rows, in regular shipping order, on the bank of the river. (P. 97.) LeMore wished him also to haul the cotton to the river, which he declined to do, and the cotton was hauled for Le More by John Pargoud and John Wentzel, for which he paid one dollar per bale in greenbacks. (Pp. 115 and 116.) Simmons hauled rails to the bank of the river, and placed part of the cotton in lines on rails, in shipping order, and marked a portion of it "L. M." Being informed that that mark was wrong, he afterwards marked it "G. L. M." He had not finished marking the cotton when the United States vessels came up, and Simmons stopped marking and working at the cotton. These vessels seized and loaded the cotton, and Simmons

immediately informed Le More of the fact by letter. At that time Le More was expecting permits to transport the cotton to New Orleans. (P. 97.)

Up to the time of the seizure of the cotton by the United States vessels, neither Ray nor Simmons, nor any of the numerous persons examined in these cases, except the immediate friends and connections of the other claimants, ever had heard of any other claim but Querouze's and Le More's to this cotton, and Le More was thus in the quiet possession of the cotton for about a month before it was taken.

It may not be amiss, by way of anticipation, to draw the attention of the court to the undoubted possession of G. A. Le More & Co., so clearly proved by the testimony which has just been noticed, and which is corroborated by a great deal more evidence in the record. Indeed, it is not questioned, and we may say at once, that the other claimants never saw the cotton and never came near it. This is *the* point in the case, and if our claim is good against the United States, the pretensions of the other claimants require and deserve no further notice.

When the United States vessels came up the Washita, Jules Le More had purchased and was in possession of three lots of cotton, to wit, fifty-nine bales, purchased from Lazare at $160 a bale, paid in United States currency, (p. 114;) 264 bales purchased from John Pargoud, also at $160 a bale, in United States currency, (p. 115;) and the 830 bales purchased from Queyrouze. The two former lots were on the west bank of the Washita, on Lazare's plantation, and the latter on Simmons's plantation, twenty-two miles from Monroe. All of this cotton was seized by a flotilla of the United States armed vessels under the command of Lieut. Commander James P. Foster, whose testimony will be found on pages 25 *et. ss.* He gives an account of the transaction, which furnishes another instance of the frailty of official memory in times of war excitement. He states (p. 30) that the first lot of cotton claimed by Le More, which he seized, was taken 1½ miles below Monroe on the opposite side of the river, and was marked C. S. A. We have the testimony of Lazare, the grower and vendor of part of this cotton, to the effect that all of his cotton was marked "A. Lazare," (p. 114.) After delivery to Le More, it was marked in red "L. M." This witness says, (p. 114): "While the gunboats were taking the cotton on, I walked down to the cotton. I was told by one of the officers that they had found some of the cotton marked 'C. S. A.' I told him that that could not be, as I had hauled

the cotton there only a day or two before, and none of it was so marked when I hauled it. I had marked nearly all the cotton in my own name, 'A. Lazare;' that Le More had marked it 'L. M.' In looking over the cotton I saw one bale marked 'C. S. A.' From the appearance of the ink and mark, I think that mark had just been put on the bale. The Federals were marking the cotton 'U. S. N.'"

Lieut. Commander Foster relates a conversation he had with Jules Le More when he was taking this cotton on board, (p. 30,) and says that Le More stated in the presence of witnesses that the house of G. A. Le More & Co., which he represented had received this cotton in exchange for gray clothing, which they had forwarded to Kirby Smith's army, that this statement was made in the presence of three or four officers, and that Le More even gave an affidavit, signed by himself, which was forwarded to Admiral Porter. To this statement Lieut. Commander Foster annexes an affidavit, sworn to before himself by three of his officers, in the following words:

"We, the undersigned officers, heard Mr. Jules Le More acknowledge that the cotton taken on board by the United States steamer Ouachita, belongs to G. A. Le More & Co., of which firm he acknowledges himself the agent; said cotton was purchased from the Confederate Government, for which the firm exchanged provisions and clothing. We also heard the same gentleman, Jules Le More, say that this cotton was paid for in gold at twenty cents (20) per pound. The number of bales taken was 309."

These officers say that Mr. Le More stated he had given twenty cents per pound in gold for this cotton, but they do not say that *he* had stated that it had been for in provisions and clothing. That may be their impression and belief, but these cannot effect us.

Testimony is sometimes offered in courts of justice which is so intrinsically absurd that it defeats itself, and requires no contradiction or refutation; and this is eminently of that class. We know that these naval officers thought that they were capturing a prize, and without conjecturing how far the sudden prospect of a brilliant capture may have agitated their intellects, we shall soon see, by a fuller and more accurate account of the interview, that Captain Foster, who knew by reputation of Jules Le More's connection with the gray-cloth transaction of Edward Gautherin & Co., gave to the conversation, at its start, an aggressive turn, which compelled Le More to speak of the gray-cloth transaction and

to explain the different capacity in which he was then acting. When it is known that Jules Le More speaks English very imperfectly, (p. 116,) and how difficult it often is for persons speaking the English as their native language to understand a foreigner speaking English, whom they meet for the first time, and to whose intonation and pronunciation they are not accustomed, we may readily conceive that these officers completely misunderstood what Mr. Le More really said. But to suppose that Jules Le More, than whom no man within or without the reach of Federal authority knew better the danger to property and personal liberty of engaging in a gray-cloth transaction with Confederate authorities, should gratuitously, voluntarily, and unnecessarily have confessed to such a transaction, when, even if it had been true, his adversaries knew nothing of it, and neither had nor could obtain a scintilla of proof of it, is the height of absurdity; and to propose to a court of justice to regard such statements as credible, requires a degree of boldness that is not often witnessed.

We have given the statement of Lieutenant Commander Foster; we now request permission to give Mr. Le More's account in his own words, and we shall not attempt to argue before the court which of the two accounts is entitled to credit. When Mr. Jules Le More heard of this extraordinary statement of the officer, he drew up a statement, which he annexes to his deposition, taken under a commission as his evidence, and which is in the following words:

"Narrative of my interview with Commander Foster.

"On Monday, 11th of April, 1864, at about 10 o'clock A. M., I presented myself on board the gunboat Lafayette, and called for Commander Foster. The officer of the day answered me that Commander Foster was at that time on board the gunboat Choctaw, and that if I was anxious to see him I must go on board said gunboat. I went immediately alongside the Choctaw, and sent my card to Commander Foster, waiting in the small boat which had brought me there. Commander Foster came on deck of the Choctaw, and the following conversation took place between us, Commander Foster being on the deck of the Choctaw, and myself being in the small boat:

"Com. Foster. You are Mr. Le More? What do you want?

"Myself. Yes, sir; I came to ask of you a receipt for he 323 bales of cotton, which you have taken yesterday on

Lazare's plantation, and which belongs to the French firm of G. A. Le More & Co., of Hâvre, of which I am the agent.

"Com. Foster. No, sir; I will not give you any receipt. O! you wish to claim the protection of your Government as French subject. You can do so; I don't care. But I have not to consider if the cottons belong to foreigners, loyals, or rebels; my orders are to take all the cottons I may find. What do you want a receipt for?

"Myself. I want a receipt to prove to the owners of the cotton, G. A. Le More & Co., what has become of their property.

"Com. Foster. I shall not give you any. Do you suppose I do not know you, Mr. Le More? You have sold goods to the Confederacy.

"Myself. Yes, sir. The firm, Ed. Gautherin & Co., of which I was a partner, sold some cloth to the Confederacy, in 1861; but the cottons, for which I am now claiming a receipt for G. A. Le More & Co., have nothing to do with said firm of Ed. Gautherin & Co., nor with the Confederacy; and I have bought those cottons and paid for them in money. Besides that, the transaction of gray cloth you are speaking of, has already been decided in Washington long ago. I have also sent, ten days ago, a messenger to New Orleans, with instructions to have all the formalities required by the Federal Government fulfilled, by Mr. Aristide Miltenberger, of said city, instructing my messenger, when reaching the Federal lines at Vidalia, to communicate to the Federal authorities the documents he was intrusted with by me for New Orleans, in order to have said cotton shipped to said city.

"Com. Foster. I don't care when you did sell those cloths, in 1770 or in 1861; and, turning around and addressing himself to some officers, he said: You see, gentlemen, he acknowledges to have sold cloths for those cottons. I emphatically denied the fact; but he insisted on repeating that I had sold the cloths for cotton.

"Then he said again to me, you will have to go to Washington, and I know you will do what you can to get back those cottons; but as for myself, I will do my best to prevent it. I don't know why foreigners or neutrals should have a right to make large amounts of money in cotton, when I could not myself make fifty thousand dollars in the same way. Now you can leave, as I will not give you a receipt. I asked him then if the cotton was to be sent to New Orleans, and he told me, yes. Then, as it was more convenient for me to go ashore on the little tug, on board of which

he was going himself, I asked him to allow me to go on board the same tug, to which he very kindly gave his consent. When arrived alongside of the Lafayette, and when he had already told me good-bye, he called me back again on his own gunboat, the Lafayette, and then and there told me to wait till his secretary had written an affidavit, which he caused to be signed, not by me, but by some of his own officers. When he dictated said affidavit, I solemnly protested, in his presence, and in the presence of those who were there at the time, against the statements which he caused to be written under his own dictation, requesting him at the same time to state I had paid for said cotton in money. He then showed me certain books, telling me to read and examine them, and that I should see that I had no right to buy.

"Immediately after that, Commander Foster offered me to take a glass of brandy and water, which I took with him and three of his officers. Then he told me: Mr. Le More, please excuse me, but I must go ashore; you may stay here as long as you please, and make yourself at home. He left, and from that very moment I never saw nor spoke with Commander James P. Foster. A short time after, I went ashore on board a boat of the gunboat.

"Not a single word passed between us with regard to the 830 bales of cotton on Simmons's plantation. Of the seizure of it, I was at the time unaware. This is a true and faithful narrative of my interview with Commander James P. Foster, and of course I need not add that the affidavit mentioned by him as having been signed by me, and given to him by me, has never existed with my signature upon it, and I defy him or anybody else to produce any such document in court; and I further solemnly declare that nothing but what is above stated ever took place between Commander James P. Foster and myself.

"JULES LE MORE."

On this subject we must notice the testimony of Solomon Wentzell Downs, who was present at the interview of Lieutenant Commander Foster and Jules Le More. (Rec. 107, p. 117.) This witness went with Jules Le More in a skiff to the gunboat Choctaw. During the interview Captain Foster stood upon the deck of the Choctaw, and Le More and this witness remained in the skiff. This witness declares positively that Le More did not say that he had paid for the cotton in gold, but that he had paid the export duty

in gold, and that he had *not* given gray cloth for this cotton. This disagreeable incident with Lieutenant Commander Foster is not the last attack to which G. A. Le More & Co. are exposed in consequence of the unfortunate choice of their agent and his connection with "gray cloth." The name of Le More seems to have universally invoked visions of spectres, clad in gray cloth. We find in the record of case No. 112, Withenbury & Doyle, agents, the deposition of one James W. Duncan, which, though not to be found in our record, is evidently directed against us. This witness says he was a Confederate lawyer, somewhere near Shreveport, and was employed by a Mr. Lasalle to lay before General Kirby Smith a claim of G. A. Le More & Co., in which they demanded payment for a supply of cloth, and received 830 bales, but insisted upon more, since they were to receive it on the Wachita, instead of receiving it at Brownsville, where, by contract, the cotton was to have been delivered, and where it was more valuable. The exclusive sources of his information are his conversations with Lasalle, who represented himself as the agent of Le More, and an examination of the papers which Lasalle put into his hands. (Rec. 112, p. 127.) He does not know in whose handwriting these papers were, (p. 127,) does not prove either the handwriting of the members of the firm of G. A. Le More & Co., or of Jules Le More, or of Queyrouze, nor has he any proof that Lasalle was connected in business with either of these parties. Was such "testimony" ever received in a court of justice? As well might a file of newspapers be put into court and claim the belief of the court upon all that was contained in it. It is of a piece with, nay, worse than that which we last discussed, and another proof of the indomitable courage of the gentlemen we have the honor to oppose in this case.

It was our original intention, as stated in the outset of this brief, to analyze at length the evidence in the claims of Withenbury & Doyle and Grieff & Zunts, but before this brief was sent to the printer, the brief prepared by Mr. Ashton, on behalf of the United States, was put on file, and this brief so conclusively proves that those claims are unfounded, that we deem it unnecessary to discuss them any further. Independently of the statutory provisions prohibiting citizens of loyal States from trading with the citizens of insurrectionary States, fully explained by Mr. Ashton, the absence of possession alone deprives these claims of all standing against the claim of G. A. Le More & Co., who were *bona*

fide purchasers, and have been put in possession of the cotton by Major Buckner and Dr. Simmons. The Code of Louisiana, by which this case is governed, contains the following conclusive article: 1926. "With respect to personal effects, although by the rule referred to in the last preceding articles, the consent to transfer vests the property in the obligee; yet this effect is strictly confined to the parties until actual delivery of the object. If the vendor, being in possession, should, by a second contract, transfer the property to another person, who gets the possession before the first obligee, the last transferee is considered as the proprietor, provided the contract be made on his part *bona fide*, and without notice of the former contract."

The district court decided against the claim of Withenbury & Doyle and of Grieff & Zunts, under the 5th section of the act of Congress of July 13, 1861, (12 Stat., 257,) and President Lincoln's proclamation of April 2, 1863, (13 Stat., 731,) prohibiting commercial intercourse between "the inhabitants of States in insurrection and the *citizens* of other States and other parts of the United States," because Withenbury & Doyle and the directors of the State Bank of Louisiana, under whom Grieff & Zunts claim, were *citizens* of States *not* in insurrection.

A very different question is presented in the case of G. A. Le More & Co., who are neither inhabitants nor citizens of any of the loyal or insurrectionary States, but French citizens, or neutrals. The judgment dismissing their libel has already been printed in this brief, but being very short and being the basis of the argument immediately to be submitted, we beg leave to reproduce it.

"The case of G. A. Le More & Co. is just as free from doubt. Queyrouze, through whom they claim, was clearly within the prohibition. He had no legal capacity to deal with the Confederate agent. He acquired no title to the cotton, and consequently had none to transfer to Le More & Co. The fact that they were citizens of France does not alter the case. If they had purchased directly from the Confederate agent, perhaps they would have acquired title, but it is useless to enter on the discussion of that question. It is enough for all the purposes of this case to say, that they received no title to the cotton, for the reason that Queyrouze had none to impart."

The learned judge here says that if G. A. Le More & Co.

had purchased the cotton directly from the Confederate agent the sale would probably have been valid. We beg leave to maintain that there can be no doubt of it, for the claimants are neutrals. Hautefeuille, in a special work on "the rights and duties of neutrals in times of maritime war," says, (we translate,) vol. 2, p. 183:

"The condition of neutral nations is not altered (by the war;) they are at peace with all the others, even with the belligerents. For them the war does not exist; they must therefore enjoy all the advantages of peace."

Same vol., p. 191: "Neutrality is the continuation of the state of peace in the midst of war. It gives no new right; it can therefore not destroy any old right, with certain exceptions, not numerous, and which must be closely confined within the limits assigned to them."

Page 192: "It may, therefore, be assumed as a general principle, that hostilities which have arisen can have no influence upon the freedom of the commerce and navigation of the nations who have remained neutral."

The note at the foot of that page designates a great number of treaties between the principal nations of Europe among themselves, and also with the United States of America, which treaties acknowledge and consecrate the principle of the liberty of the commerce and the navigation of neutral nations with the two belligerents.

The claimants were represented in this case by Jules Le More, their agent. The record shows that they were neutrals; that they purchased in good faith for cash; that they took possession of the cotton with the consent of Queyrouze, their immediate vendor, and of the Confederate authorities, from whom Queyrouze had acquired his title. They are now met by the objection that their title is invalid, because Queyrouze, being an American citizen, could acquire no title from the Confederates, and this exception is based upon the 5th section of the act of July 13, 1861, (12 Stat., p. 257,) and the President's proclamation of April 2, 1863, (13 Stat., at Large, 731.) Neither the one nor the other, nor any act relating to confiscation, was ever published in Western Louisiana, where this neutral had a right to travel, to live, and to trade. How could he, therefore, be affected by them? Mr. R. M. Corwine, in the brief filed by him in this court for Withenbury & Doyle, elaborates this point very fully, on pages 31 and 32, and as the court has but too much to read in this matter, we content ourselves with a simple reference to

the cases relied on—The Mary & Susan, (1 Wheaton, 58;) Rose *vs.* Himely, (4 Cranch, 279.)

Upon what ground is it contended that this property can now be claimed for the United States? Upon the express ground that by the act of August 6, 1861, any property intended to be used in promoting the insurrection is declared to be lawful subject of prize and capture. There is no doubt that if this cotton were still Confederate property, it might be condemned; but it is neither said in the act, nor to be inferred from it, that such property could be condemned if it had passed into the hands of a *bona fide* purchaser. By that act the United States declare themselves to be entitled to the proceeds of such property after it shall have been seized and condemned, thus taking the place of the previous possessor, the Confederate Government; but as long as they did not reduce the insurrectionary district, they enabled that *de facto* government to carry on its usual dealings, and to hold itself out as the real proprietor of the thing possessed. While this state of things lasted, peaceable and innocent neutral residents were liable to be led into error by the inability of the Federal Government to restore its authority, and ought not to be made to suffer from it. The United States, having by their sovereign authority taken the place of the Confederate Government, succeed to the rights which that temporary government had to this cotton. If Queyrouze had a bad title, (bad because of a superior right in the Confederate or the United States Government,) but was permitted to take possession and hold himself out as the lawful proprietor of the cotton, an innocent purchaser from him would yet acquire a good title as against either or both of those Governments. The case is the same as if Queyrouze had by fraud acquired the apparent right to and possession of the cotton. Such is the law of Louisiana. In Marks *vs.* Landry, (9 Robinson, 526,) the supreme court of that State held that a *bona fide* purchaser from a fraudulent vendor acquires a title superior to that of the true owner, if the latter delivered possession to the vendee with the intention that not only the possession, but the property should pass. And such is also the common law; and as this is a point of great importance in the case, we submit numerous authorities on the subject.

In Malcom *vs.* Loveridge, (13 Barb. R., 372,) it was held that a *bona fide* purchaser of goods for a valuable consideration, from a person who obtained them from the owner by false pretences, amounting to a felony, will hold them

against the first vendor, if he voluntarily parted with the possession and intended to part with the title.

A similar decision was made by the New York superior court, in Keyser *vs.* Harbeck, (3 Duer, 373.) See, also, White *vs.* Garden, (5 E., L., and Eq. R., 379;) Jennings *vs.* Gage, (13 Ill. R., 310;) Williams *vs.* Given, (6 Grat R., 268;) Acker *vs.* Campbell, (23 Wendell, 372;) Kingsford *vs.* Merry, (34 E., L., and Eq. R., 607;) Titcomb *vs.* Wood, (38 Me., 561;) Caldwell *vs.* Bartlett, (3 Duer, 341); Smith *vs.* Lynes, (1 Seld., 4).

Trott *et al. vs.* Warren, (2 Fairfield, 227): "Though a sale of goods made fraudulently and without consideration may be void as to the *creditors* of the *vendor*; yet if, prior to their attachment, the goods pass into the hands of a *bona fide* purchaser not conusant of the fraud, and for a valuable consideration, the latter would be entitled to hold." Mowrey *vs.* Walsh, (8 Cowen, 238.)

"Though a person obtain goods by a *fraudulent* purchase, *void* as to himself, yet if he afterwards sell them to a *bona fide* purchaser, without notice of the fraud, the property passes to the latter," (Parker *vs.* Patrick, 5 T. R., 175,) where an innocent pawnee recovers against the true owner. Root *vs.* French, 13 Wend., 570: "A fraudulent purchaser of goods gives no title to the fraudulent purchaser as against the *vendor;* . . . . but a party who obtains the goods from the fraudulent purchaser without notice of the fraud, *in the usual course of trade*, that is, gives *value* for them, makes advances upon them, incurs responsibilities upon the credit of them, or receives them in pledges for money or property loaned upon the strength of them, may *hold the goods against the vendor;* such party is a *bona fide* purchaser, but not he who receives them in payment or security for a *preëxisting* debt." By the court, Savage, Ch. J.: "It is a general rule, that a person who has no title to property can convey none; but to this rule there are some exceptions. To create such exception, and to give a third person a better title and a superior equity to the true owner, such third person must have given *value* for such property, or incurred some responsibility upon the credit of it, and without notice of the fraud. Such innocent third person is a *bona fide* purchaser for valuable consideration. In such a case, the vendor who has been defrauded of his property, and the *bona fide* purchaser from the fraudulent vendee, are both innocent parties; and when one of two innocent parties must suffer from the fraud of a third, the loss should fall upon him who enabled such

third person to commit the fraud. Possession of personal property is *prima facie* evidence of property. This is a general rule to which there are some exceptions also. The *bona fide* purchaser, therefore, is justified in considering the fraudulent vendee the true owner—such *bona fide* purchaser, as the terms *bona fide* import, having no notice of the fraud; and considering the possessor as the owner, the *bona fide* purchaser is justified in purchasing such property and giving value for it. He is protected in doing so upon the principle just stated, that when one of two innocent persons must suffer from the fraud of a third, he shall suffer who, by his indiscretion, has enabled such third person to commit the fraud. A contrary principle would endanger the security of commercial transactions, and destroy that confidence upon which what is called the *usual course of trade* materially rests. The doctrine just adverted to is applicable to all dealings between men, not only to the purchase and sale of property, but to the negotiation of bills of exchange and promissory notes. In a case of the latter description, Ch. J. Spencer says: 'I understand, by the *usual course of trade*, not that the holder shall receive the bills or notes thus obtained (that is, from a fraudulent payee) as securities for antecedent debts, but that he shall take them in his business, and as payment for a debt contracted at the time.' If this is true of negotiable paper, which in commerce answers many of the purposes of money, *a fortiori*, is it true of goods and chattels merely?"

Caldwell *vs.* Bartlett, (3 Duer, 352: "When an owner delivers possession of chattels, intending at the same time to thus part with his property in them, any one *bona fide* purchasing them from the person to whom they were so delivered, will obtain a title, valid as against the first owner, though he may have been induced to sell and deliver them by fraud or false pretences, which would authorize him to disaffirm the contract, and reclaim them from the person to whom he had delivered them."

And in support of this position the court cites thirteen cases.

The same doctrine is re-affirmed in Beavers *vs.* Lane, (6 Duer, 238,) thus: "When an owner of property makes an unconditional delivery to his vendee, with the intent thus to transfer the title to him as purchaser, a subsequent *bona fide* purchaser from such vendee will acquire a valid title, although such owner was induced to sell and deliver by the fraud of his vendee."

"The purchaser of personal property is not to presume, from a vague statement made, that the vendor is a trifling fellow and had not the money, in the opinion of the person making the remark, to buy the property, that the title of the vendor is defective. A purchaser is not bound to take mere suspicions unsupported by facts, in his business affairs, as a warning, though the statement of facts touching the manner of the acquisition of property by his vendor might be sufficient to put him on his guard." (Gosney *vs.* Frost, 27 Ill., 53.)

Before concluding, we think it necessary to revert to a point not sufficiently detailed in the previous parts of this Brief, to wit, the want of notice or knowledge in the Red River and Wachita country of the act of Congress of July 17, 1862, and of the President's proclamation in pursuance thereof, under which it is now attempted to condemn our property. The court cannot ignore the condition of the country about Red river and the Wachita, a tributary of Red river, during the late war and the varying fortunes of General Banks's two expeditions. It is in evidence that both Queyrouze and Jules Le More were in Havana and Mexico for a considerable time before the transactions related in this Brief. It is more than questionable that a single person, living in that section of country, had ever seen that act of the 17th of July, 1862, in those troublous times. Numerous witnesses, whose testimony is recorded in these three records, were interrogated as to whether they had heard of that act of Congress. Simmons, (Rec. 107, p. 99,) says that he knew nothing of it until he saw it in the Statutes at Large, in May, 1865. Lazare, a Wachita planter, (Rec. 107, p. 114,) says he knows nothing of it, and does not believe that it was published in that country; and E. R. Biossat, (Rec. 112, p. 117,) who was for many years postmaster at Alexandria, on the Red river, in Louisiana, says that since the 1st of May, 1861, he had been the sole editor and proprietor of the *Louisiana Democrat*, a newspaper published at Alexandria, and that he knew nothing of that act or the President's proclamation consequent thereon; "that he had access to all newspapers which found their way to this country, and had these acts come to his knowledge, he would have published them, or a synopsis of the same, for the information of the people hereabouts, and that no persons here had better facilities for finding out matters of that sort than deponent. Consequently deponent does not think

the act of Congress mentioned, of said July 17, 1862, was at all known in this portion of the country."

Nor were these the only witnesses interrogated on this subject whose testimony is in the three records. But it is unnecessary to extend quotations farther. Under the political circumstances of that country, of which this court takes judicial cognizance, it cannot for a moment be presumed that the knowledge of these non-intercourse or confiscation laws reached the inhabitants of that insurrectionary district.

This case, therefore, involves the harsh and grating proposition that these neutral claimants are to be ruined for having been engaged in a peaceful commercial transaction, contrary to a policy of the American Government which was not made known to them.

Respectfully submitted,

LOUIS JANIN,
Of Counsel for Appellants.

EXPOSITION

OF THE

CLAIM OF G. A. LeMORE & CO.,

TO

EIGHT HUNDRED AND THIRTY BALES OF COTTON DETAINED BY THE UNITED STATES AS PRIZE OF WAR.

By JOHN A. McCLERNAND.

McGill & Witherow, Printers & Stereotypers, Washington, D.C.

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FACTS.

Gustave A. LeMore and Leontine LeMore, citizens of France, composing the firm of G. A. LeMore & Co., of Havre, on the first of March, A. D. 1864, by their agent, Jules LeMore, also a French citizen, purchased of Leon Quegrouze, a naturalized citizen of the United States, within a district of Louisiana then, *in fact*, under the military and civil jurisdiction of the revolutionary government of the Confederate States of America, eight hundred and thirty bales of cotton. For these cottons, LeMore & Co. paid $160 per bale, actually took possession of them, (by their agent,) and without delay removed them to the bank of the Ouachita river, within the same jurisdiction. Here, while their agent was marking them with the initials of his principals, preparatory to shipment, they were seized by the United States Navy as prize of war. Subsequently, the cottons were carried to Cairo and libelled in the United States court, of the southern district of Illinois, and sold under an interlocutory decree as perishable property; the proceeds of which sale, still in the hands of the court, remain to be disposed of.

LeMore & Co., having filed their answer to the libel, praying restitution of the cottons, and denying that they are lawful prize, the cause came on to be heard, and the court made an order dismissing their claim, but left the question

of prize and confiscation undetermined. From that order, LeMore & Co. have appealed to the Supreme Court of the United States, and it now remains for that Court, in the ordinary course of procedure, either to affirm the order and condemn the goods as lawful prize, or to disaffirm it, and distribute the funds according to right among the claimants, or to disaffirm it, and remand the cause and direct the court below to make such distribution.

LAW OF THE CASE.

The character of the late war in the United States must be considered in determining the legal principles by which this cause must be governed. The war was a domestic one, and had been prosecuted for the full period of four years when these cottons were seized. Meantime, eleven States, extending from the Potomac more than three thousand miles along the Atlantic coast to the Rio Grande, had formally seceded from the American Union. These States embraced an area of 707,548 square miles, a population of 9,103,383 souls, and were many times larger in extent than the empire of France. After having seceded, they formed a distinct confederation and instituted an elective government, which passed laws, administered public justice, raised and supported armies, appointed foreign ministers, and exercised all the sovereignty, and performed all the acts, common to free and independent governments.

The people of these States arrayed themselves in hostility to the old Union, and marshaled hosts for the purpose of gaining their independence. Millions of combatants on one side and the other were brought into the field, and fought over an extended empire, with alternating success, the most sanguinary battles known to modern times. Several of these battles occurred near the Federal capital, and one of the most important of them in a loyal State. Two hundred and seventy five vessels, public and private, sailing under Federal colors, were captured by Confederate privateers, and probably a million of men perished in the field, in hospitals, and otherwise, as a consequence of the war. The debt entailed by it on the Federal Government must amount to some four thousand millions of dollars, and that incurred on on the other side is quite as large. The Confederates, although not recognized by foreign governments as an independent nation, were nevertheless recognized by France,

England, and Spain, as a belligerent power; entitled as such to all the rights accorded to its adversary.

Was this war an insurrection or a rebellion, amenable as a state crime to the municipal law? It would be an abuse of terms to say so. It was a war falling essentially within the reason and definition of a *civil war*, and as such must, as to both the belligerents and to neutral nations, be viewed in the light of the public law, as applicable to foreign belligerent States. The same laws are applicable to the one as to the other.

France, England, and Spain have so declared, by recognizing the Confederates as a belligerent power.

Publicists, in treating of the qualities of such a war, and of the legal relations growing out of it, lay it down that, "war between the different members of the same society is a" "civil" or "mixed war," but the general usage of nations regards such a war as entitling both of the contending parties to all the rights of war as against each other, and even as respects neutral nations." (Grotius, de jur., Bel. ac Pac., lib. 3, chap. 9, sec. 3; Rutherford's Inst., b. 2, c. 10, sec. 12, 13; Lawrence's Wheaton on Intern. Law, Part 4, chap. 1, pp. 522, 3.)

Again, "a civil war is where a party arises in a State which no longer obeys the sovereign, and is sufficiently strong to make head against him, or when, in a republic, the nation is divided into two opposite factions, and both sides take up arms. It is sufficient that the malcontents have some reason to take up arms, in order that the disturbances should be called *civil war*, and not *rebellion*."

The prince never fails to call rebels all his subjects who openly resist him; but when the latter become sufficiently strong to make head against him, to compel him to carry on war regularly against them, he must be contented with the term "*civil war*."

Civil war breaks the bonds of society and of the government; it gives rise in a nation to two independent parties, who acknowledge no common judge. They are in the position of two nations who engage in disputes, and not being able to reconcile them, have recourse to arms. The common laws of war are in civil wars to be observed on both sides. The same reasons which make them obligatory between foreign States, render them more necessary in the unhappy circumstances where two exasperated parties are destroying their common country.

If the sovereign considers himself authorized to hang

prisoners as rebels, the opposite party will have recourse to reprisals; if he burns and devastates, they will do the same; war will become cruel, terrible, and always more destructive to the nation.

When a nation becomes divided into two parties absolutely independent, and no longer acknowledging a common superior, the State is dissolved, and the war betwixt the two parties, in every respect, is the same as that of a public war between different nations. The obligation of observing the common law of war, is, therefore, absolutely indispensable to both parties, and the same which the law of nature obliges all nations to observe between State and State." (Vattel, Droit des Gens, liv. 3, chap. 18, sec. 290–295.)

Riguelme says: "As true civil war breaks the bonds of society by dividing it, in fact, into two independent societies, it is for this consideration that we treat of it in international law; since each party forms, as it were, a separate nation, both should be regarded as subject to the laws of war." (Elementos de Derecho Publico, cap. 14, tom. 1, p. 172.)

Bello says: "When a faction is formed in a State, which takes up arms against the sovereign, in order to wrest from him the supreme power, or impose conditions on him; or when a republic is divided into two parties, which mutually treat each other as enemies, this war is called *civil war*, which means war between fellow-citizens.

"Civil wars frequently commenced by popular tumults, which in nowise concern foreign nations; but when one faction or party obtains dominion over an extensive territory, gives laws to it, establishes a government in it, administers justice, and, in a word, exercises acts of sovereignty, *it is a person in the law of nations;* and however so much one of the two parties gives to the other the title of rebel or tyrant, the foreign powers which desire to maintain their neutrality ought to consider both as two States, independent as respects one another and other States, and who recognize no judge of their differences." (Principios de Derecho Internacional, cap. 10, p. 267.)

This recital of these facts and authorities establishes two positions: 1st. That the belligerent parties in the late civil war in America were, as to each other and to foreign powers, in contemplation of the public law, independent nations. 2d. That their rights and responsibilities, as belligerents, relatively to each other, and to neutral nations, and of the latter to the former, are fixed and determined by that law, and are the same applicable to belligerent foreign powers.

In other words, that the rule of reciprocity, fundamental in the law of nations, obtains in this case, according to the relations of the different parties to each other.

The question now arises, what were the commercial relations and rights existing between the Federalists and Confederates, respectively, as belligerent powers, and the French empire and its citizens as a neutral nation? Clearly, the same rights existed between either of these belligerents and France. If LeMore & Co., as neutrals, had the right to trade with the Federalists, they had an equal right to trade with the Confederates. Had they the right to trade with either? The answer to this question turns, *first*, on the nationality of these parties, which is conclusively proven to have been French, not only by their nativity, but by their actual residence at the date of their purchase of these cottons. *Secondly*, as Frenchmen and neutrals, were they authorized by the law of nations to make the particular purchase?

Wheaton says: "The primitive law, independently of international compact, rests on the simple principle, that war gives a right to capture the goods of an enemy, but gives no right to capture the goods of a friend. The exemption on neutral property from capture has *no other exceptions* than those arising from the carrying of contraband, breach of blockade, and other analogous cases, where the conduct of the neutral gives to the belligerent a right to treat his property as enemy's property." (Lawrence's Wheaton, Part IV, ch. 3, p. 739.)

"The public law of Europe has established the principle, that, in time of war, countries no parties to the war, nor interposing in it, shall not be materially affected by its action; but they shall be permitted to carry out their accustomed trade, under the few necessary restrictions which we shall hereafter consider." (Kent's Com's, vol. 1, p. 124, 10th edition.)

These restrictions are those above enumerated.

Now, it is not pretended that these cottons were contraband of war, or were in any way obnoxious to the law of blockade; and, if it were so pretended, it would be in the face of all reason and all facts. On the contrary, they stand as lawful goods, upon the recognized and solid foundations of lawful neutral trade.

It is objected, however, that they are obnoxious to the operation of certain municipal statutes and proclamations.

How so? The first of these statutes is entitled "An Act

to provide for the collection of duties on imports, and for other purposes," approved July 13, 1861, and provides in the fifth section,

"That whenever the President, in pursuance of the provisions of the second section of the act, entitled 'An Act to provide for calling forth the militia to execute the laws of the Union, suppress insurrections, and repel invasions, and to repeal the act now in force for that purpose,' approved February 28, 1795, shall have called forth the militia to suppress combinations against the laws of the United States, and to cause the laws to be duly executed, and the insurgents shall have failed to disperse by the time directed by the President, and when said insurgents claim to act under the authority of any State or States, and such claim is not disclaimed or repudiated by the persons exercising the functions of government in such State or States, or in the parts thereof in which said combination exists, nor such insurrection suppressed by such State or States, then, and in such case, it may and shall be lawful for the President, by proclamation, to declare that the inhabitants of such State, or any section or part thereof, where such insurrection exists, are in a state of insurrection against the United States; and thereupon all commercial intercourse by and between the same, and the citizens thereof and the citizens of the rest of the United States, shall cease and be unlawful, so long as such condition of hostility shall continue; and all goods and chattels, wares and merchandise, coming from said State or section into the other parts of the United States, and all proceeding to such State or section by land or water, shall, together with the vessel or vehicle conveying the same, or conveying persons to or from such State or section, be forfeited to the United States: *Provided, however*, That the President may, in his discretion, license or permit commercial intercourse with any such part of said State or section, the inhabitants of which are so declared in a state of insurrection, in such articles, and for such time, and by such persons, as he, in his discretion, may think most conducive to the public interest; and such intercourse, so far as by him licensed, shall be conducted and carried on only in pursuance of rules and regulations prescribed by the Secretary of the Treasury. And the Secretary of the Treasury may appoint such officers, at places where officers of the customs are not now authorized by law, as may be needed to carry into effect such licenses, rules, and regulations," &c. (United States Stats. at Large, vol. 12, p. 257.)

The proclamation made by the President pursuant to this act is in material part as follows:

"Now, therefore, I, Abraham Lincoln, President of the United States, * * do hereby declare, that the inhabitants of the said States of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida, excepting certain loyal parts of disloyal States and their inhabitants, and such other parts of such States that may become occupied and controlled by the forces of the United States, are in a state of insurrection against the United States; and that all commercial intercourse between the same and the inhabitants thereof, with the exceptions aforesaid, and the citizens of other States, and other parts of the United States, is unlawful, until such insurrection shall cease or has been suppressed; that all goods and chattels, wares and merchandise, coming from any of the said States, with the exceptions aforesaid, into other parts of the United States, without the special license and permission of the President, through the Secretary of the Treasury, or proceeding to any of said States, with the exceptions aforesaid, by land or by water, together with the vessel or vehicle conveying the same, or conveying persons to or from said States, with said exceptions, will be forfeited to the United States." (Dated August 16, 1861, H. p. .)

It will be observed that these portions of this statute and of this proclamation were addressed either to loyal localities and loyal *citizens*, or to disloyal localities and to disloyal *inhabitants*. Both persons and places are described. Did LeMore & Co. fall within either class of these persons? Were they either loyal citizens or disloyal inhabitants? There is no semblance of proof that they were. They were simply neutrals, both in fact and in law. Again, were these cottons obnoxious to the prohibitions of commercial intercourse between the loyal and disloyal sections? Were they seized *in transitu* between such sections? Not so. They were deposited on the bank of the Ouachita, and were in the peaceable and lawful possession of neutrals when they were forcibly seized. Hence, by no sort of construction can they be lawfully subjected to confiscation. Moreover, both the statute and the proclamation distinguish persons—calling those adhering to the Union *citizens*, and those adhering to the Confederate States *inhabitants*, thus conceding, at least by implication, that the latter were members of a hostile State, an implication carrying with it belligerent rights.

Another of these statutes, entitled "An Act to confiscate

property used for insurrectionary purposes," approved August 6, 1861, enacts, in its first section,

"That if, during the present rebellion, * * * any person or persons, his, her, or their agent, attorney or employee, shall purchase or acquire, sell or give, any property, of whatsoever kind or description, with intent to use or employ the same, or suffer the same to be used or employed, in aiding, abetting, or promoting such insurrection or resistance to the laws, or any person or persons engaged therein; or if any person or persons, being the owner or owners of any such property, shall knowingly use or employ, or consent to the use or employment, of the same, as aforesaid, all such property is hereby declared to be lawful subject of prize and capture wherever found; and it shall be the duty of the President of the United States to cause the same to be seized, confiscated, and condemned." (Vide U. S. Stats. at Large, vol. 12, p. 319.)

It has been contended by the law officers of the United States, and may be contended by others, that these cottons are obnoxious to the penalty provided by this act. This assumption proceeds upon these facts, viz: That LeMore & Co. purchased the cottons from Quegrouze, he from the Confederate Government. and it from John T. Simmons, in consideration of $50,000 paid in Confederate bonds. But this position is assailable on several grounds:

1st. Because neither the penalty prescribed by the act of July 13, nor that prescribed by the act of August 6, attaches to artificial, but only to natural persons. The former act expressly names "citizens" and "inhabitants" as the subjects of its operation. The latter, without being so explicit, names "persons," meaning unmistakably, in the sense of its context, natural persons. Both acts are in *pari materia*, and therefore ought, as respects the persons affected, as in all other points of similitude, to receive, according to established rules, a consistent and harmonious construction.

2d. Because both statutes were powerless to inflict penalties, either upon artificial or natural persons, actually withdrawn from their operation, and who were in fact amenable to an existing hostile jurisdiction. As to such persons both statutes were a mere *brutum fulmen;* as much so, as to the insurgents and the insurgent government, as to the subjects and government of the British empire.

3d. Because these cottons were exempted from the operation of these statutes, as of a local and municipal character,

by the public law, unless it appears that they were obnoxious to certain exceptions made by that law.

Kent says that "the general usage now is not to touch private property upon land without making necessary compensation, unless in special cases, dictated by the necessary operations of war, or when captured in places carried by storm, and which repelled all overtures for a capitulation. Contributions are sometimes levied upon a conquered country in lieu of confiscation of property and as some indemnity for the expense of maintaining order and affording protection. If the conqueror goes beyond these limits wantonly, or when it is not clearly indispensable to the just purposes of war, and seizes private property of pacific persons for the sake of gain, * * * he violates the modern usages of war, and is sure to meet with indignant resentment, and to be held up to the general scorn and detestation of the world." (Kent's Com's., vol. 1, pp. 102, 103, 104, 10th edit. Vattel, b. 2, c. 8, sec. 147; c. 9, sec. 165.)

The exceptions here enumerated are few in number and very limited in their nature. Can it be said that the cottons in question fall within the terms or spirit of any of them? There is a total absence of proof and presumption to that effect. They were unquestionably not in any place carried by storm; nor was their seizure called for by any necessary operation of war; nor has any compensation been made for them. In no appreciable way could or did their seizure facilitate or retard the success of the Federal arms. Whether left or taken, as private property in the hands of neutrals, they could not add to or take from the resources of the enemy, who had received a consideration for them from a previous purchaser. Their spoliation was simply a wrong inflicted on a neutral and friend.

"Contributions," according to the authorities last cited, "are sometimes levied" upon a conquered country, in lieu of confiscations of property, and as some indemnity for the expense of maintaining order and affording protection." But even this condition as an authority for levying contributions did not exist in this case, for the country in which the cottons were seized was not conquered. The spoliation was the fruit of a hasty invasion, as hastily repelled by the disaster which befel the Federal arms at the "Sabine Cross Roads," and which immediately restored the Confederate jurisdiction over an extensive region, including the spot on which this act of spoliation was committed.

Therefore, in no sense, whether in virtue of conquest, or

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Therefore, in no sense, whether in virtue of conquest, or

of maintaining order or affording protection to the conquered, was the exaction of contributions, much less the spoliation of private property, authorized.

A third act has sometimes been referred to as legalizing this seizure: "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," approved July 17, 1862.

The sixth section of this act provides. "that if any person within any State or Territory of the United States, other than those (persons) named, as aforesaid, after the passage of this act, being engaged in armed rebellion against the Government of the United States, or aiding or abetting such rebellion, shall not, within sixty days after public warning and proclamation, duly given and made by the President of the United States, * * * all the estate and property, moneys, stocks, and credits of such person shall be liable to seizure as aforesaid, and it shall be the duty of the President to seize and use them as aforesaid, (for the support of the army,) or the proceeds thereof. And all sales, transfers, and conveyances, of any such property, after the expiration of sixty days from the date of such warning and proclamation, shall be null and void," &c.

SEC. 7. "That to secure the condemnation and sale of such property, after the same shall have been seized, * * * proceedings *in rem* shall be instituted in the name of the United States," &c. (U. S. Stats. at Large, vol. 12, p. 591.)

This is an extraordinary statute, perhaps without a parallel in the whole range of Christian legislation. It assumes nine millions of people, inhabiting the territory of eleven great States, both being almost entirely under the actual jurisdiction of a *de facto* government, to be absolutely amenable to another hostile authority. Is this assumption at all tenable? Is it not antagonistic to long-established principles and usage? It has been held in England that the statute of treason applies to a king *de facto* and not *de jure;* that a superior that has got possession of the throne is a king within the meaning of the statute, as there is a temporary allegiance due him for his administration of the government and temporary protection of the public, and, therefore, treasons so committed against Henry VI were punished under Edward IV, though all the line of Lancaster had been previously declared usurpers by act of parliament. And Hale carries the point of possession so far, that he holds a king out of possession is so far from having any right to our allegiance by any other title that he may set up against the

king in being, that we are bound by the duty of our allegiance to resist him." (Hale's Pleas of the Crown, p. 104.)

"The true distinction, however, seems to be, that the statute of Henry VII does by no means command any opposition to a king *de jure*, but excuses the obedience paid to a king *de facto*. When, therefore, an usurper is in possession, the subject is excused in obeying and giving him assistance; otherwise, under an usurpation, no man would be safe, if the lawful prince had a right to hang him for obedience to the powers in being, as the usurper would certainly do so for disobedience." (Stephens's (Blackstone's) Commentaries on the Law of England, vol. 4, p. 221.)

Grotius says: "The acts of sovereignty which an usurper exercises, even before he has acquired an established right by long possession or convention, and while his possessory title is unjust, may be obligatory, not in virtue of his right, for he has none, but because there is every reason to suppose that the legitimate sovereign, whether people, king, or senate, would prefer that the usurper should be temporarily obeyed, than that the administration of the laws and justice should be interrupted, and the State exposed to all the disorders of anarchy." (De Jur. Bello ac Pac., lib. I, cap. 4, sec. 15.)

"Although there is a broad and obvious distinction between an insurrection of a conquered city or province against the conqueror and a revolution against an established government, yet it will be found on examination that both rest upon the same general principle—the relation of protection and allegiance, or the reciprocity of right and obligation." (Halleck Intern. Law, p. 792.)

"Neutrals are bound to take notice of the military right possession gives, and which is the only evidence of right acquired by military force, as contradistinguished from civil rights and titles. They are bound to take the *fact* for the *law*." (Kent's Com., vol. 1, p. 120.)

Returning, however, to the act of July 17, 1862, we find that it confounds the loyal with the disloyal, the innocent with the guilty, and subjects the property of both, as common enemies, to confiscation. Such is necessarily the effect, because every man who aided the rebellion, whether by contributing taxes, by service in the ranks, or in any civil or military post, or otherwise, although unwillingly, is made obnoxious to its penalties. Thus belligerent consequences are sought to be added to municipal punishment, and the subjects of both at the same treated as public enemies

and private malefactors. Is this admissible? Is it not contrary to authority and natural justice? If, indeed, such persons are public enemies, they are, by the laws of war, excepted from the category of domestic traitors. If, on the other hand, some are traitors and others are loyal, a distinction should be drawn, and the one punished and the other spared by the municipal law.

In the case of civil war, it has been said by a justice of the Supreme Court of the United States, that "the citizens or subjects residing within the insurrectionary district, not implicated in the rebellion, but adhering to their allegiance, are not enemies, nor to be regarded as such. This distinction was constantly observed by the English government in the disturbances in Scotland under the Pretender and his son, in the years 1715 and 1745. It modifies the condition of the citizens or subjects residing in the limits of the revolted district who remain loyal to the government." (Justice Nelson's Charge to the Grand Jury, 2 Circuit, 1862.)

And it may be added, that this charge was given in view of the fact that many of the inhabitants within the Confederate limits, notwithstanding their actual situation, still remained loyal to the United States. And what evidence is there that Quegrouze, from whom LeMore & Co. derived their right to these cottons, was not a loyal citizen, although found within the Confederate limits?

The constitution of most, if not all, civilized countries, pronounce such penalties void. The Spanish constitution (article 10) provides that "the penalty of confiscation shall never be imposed." (Cas Gayon Diccionario de Derecho Administrativo Español, p. 360.)

The twelfth article of the constitution of Belgium declares that "the punishment of confiscation of property can never be established." (Code Civil Belgé, p. 2.)

The French charter of 1814 (article 66) declares that "the punishment by confiscation of property is abolished, and shall never be re-established." The fifty-seventh article of the constitution of August 14, 1830, is expressed in the same terms, as also the twelfth article of the constitution of 1848, which remains in force so far as it is not altered by the constitution of 7th (10) of November, 1852. (Tripiér Code Politique, pp. 244, 272, 319, 398.)

Another clause of the statute of July 17, 1865, provides that "all sales, transfers, or conveyances of any such property, after the expiration of the said sixty days, * * * * shall be null and void."

Understood in its plain and natural sense, what is the legal effect of this clause? In prohibiting the sale or purchase of bread, meat, raiment, and all the necessaries of life, as constituting part of the subjects of contract, it denounced the penalties of starvation against all whose condition required them to become vendors or purchasers of such articles. Is such an enactment valid? Is it not unprecedented? Will not the moral sense of the world repudiate it, not only in the respect mentioned, but in respect to all subjects of lawful trade? There can hardly be a doubt of it.

Again, is such an enactment legally capable to disturb the private relations existing between such persons, whatever their character as to loyalty or disloyalty? On this point Chief Justice Marshall (U. S.) says: "It may not be unworthy to remark, that it is very unusual, even in cases of conquest, for the conqueror to do more than to displace the sovereign and assume dominion over the country. The *modern usage* of nations, which has become *law*, would be violated; that sense of justice and of right, which is acknowledged and felt by the whole civilized world, would be outraged, if *private property* should be *generally confiscated* and *private rights annulled.* The people change their allegiance * * * , but *their relations* to each other, and their *private rights of property*, remain undisturbed." (Peters' Reports, vol. 7, page 86; United States *vs.* Percheman.)

The decisions of other American jurists go still further. The circuit court of the fifth circuit of Kentucky has declared that a private soldier of the rebel army may rely upon the belligerent rights conceded to the late so-called Confederacy as a defense in a civil suit for property taken according to the usages of war. The court adds: "Another view of the facts of this case tends to strengthen the conclusion that the rights and responsibilities of the defendant * * * must be determined by the laws of war regulating public wars between foreign States. The defendant, before the commencement of this war, was a citizen and resident of the State of Texas, and owed to that State a true and faithful allegiance, recognized by the fundamental laws of both State and Federal Government. This allegiance to his State, it is true, was subordinate to the allegiance which he owed to the Federal Government, which is supreme in its sphere; but it was nevertheless an allegiance properly owing to that State, which gave him protection for his life and property. * * * *

"Notwithstanding the State of Texas had by its ordinance

seceded from the Union, it was the duty of the defendant to adhere to the Federal Government, especially as there was no sufficient cause to justify the revolution. *But allegiance and protection are correlative terms or duties.*"

"And where the Federal Government, as is averred in this case, *did not* and could not, protect the defendant in refusing to submit to the civil and military power of the State of Texas, it surely would be unjust to exact from him the full and complete discharge of his allegiance and duties to the Federal Government, and deny him—especially in a State court—a defense based upon these rights, which the law of nations and of war confer upon the people of a *de facto* State in revolt against the established Government." (Am. Law Reg., Jan. 1866, vol. 4, No. 3, Hughes *vs.* Litsey, *et al.*, p. 148; U. S. *vs.* Rice, 4 Wheat.'s Reps., p. 254; U. S. *vs.* Hayward, 2 Gall. Rep., p. 500.)

Substituting the United States and LeMore & Co. as parties, for the preceding parties, this decision would be equally conclusive, at least with respect to the principles enunciated, with this advantage of facts in favor of LeMore & Co., that they were friends and neutrals; that neither Simmons nor Quegrouze are shown to have been armed rebels; and if the Confederate Government, an intermediate owner of the cottons, was, in fact, an offender, so were Litsey and his co-defendants.

So late as September, 1865, the Circuit Court of the fifth circuit of Arkansas decided that the rights and obligations of private contracts, entered into by private persons, although actually and constructively rebels, were not invalidated, but capable of being enforced, even by the loyal tribunals now established in that State. (Filkins *vs.* Hawkins, Am. Law Register, Jan., 1866, Vol. 4, No. 3.)

The fifth article of the Amendment to the Constitution of the United States provides that "no person shall * * * be deprived of life, liberty or property, without due process of law," &c.

Story says this clause is but an enlargement of the language of Magna Charta, "*nec super eum mittimus, nisi per legale judicium parium suorum vel per legem terræ;*" neither will he pass upon him or condemn him, but by the lawful judgment of his peers, or by the law of the land. Lord Coke says that these words, *per legem terræ*, mean by due process of law, that is, without due presentment or indictment, and being brought in to answer thereto by the due process of the common law. (Story's Com's on the Const. U. S., vol. 3, p. 661.)

Kent says "it may be received as a proposition, universally understood and acknowledged throughout this country, (U. S.,) that no person can be taken or imprisoned or disseized of his freehold or estate, or exiled or condemned, or deprived of life, liberty or property, unless by the law of the land or the judgment of his peers. The words by the law of the land, as used originally in *Magna Charta* in reference to this subject, are understood to mean due process of law, 'that is, by indictment or presentment of good and lawful men;' and this, says Lord Coke, is the true sense and exposition of these words. The latter and larger definition of *due process of law* is, that it means law in its regular course of administration, through the courts of justice." (Kent's Com's., vol. 1, pp. 623, 624, 625; Murray's Lessee *vs.* Hoboken L. & T. Co., 18 Howard's U. S., 272; Wynehamer *vs.* The People, 3 Kern, 378; People *vs.* Berberrich, 11 Howard Pr. Rep., 289.)

"The law of the land," in bills of right, Ch. J. Ruffin, in an elaborate opinion, says, "does not mean merely an *act of the legislature*, for that construction would *abrogate* all restrictions on legislative authority. The clause means, that statutes that would *deprive* a citizen of the rights of person or property, without a *regular trial, according to the course and usage* of the common law, would not be the law of the land in the sense of the Constitution." (Hoke *vs.* Henderson, 4 Dev. N. C. Rep. Justice Branson adopts the same construction, 4 Hill N. Y. Rep., pp. 146, 147.)

The courts in Tennessee have held that the terms "*the judgment of his peers*" means trial by a jury of twelve men, according to the *course* of the common law, and even in private suits at common law, the right of trial by jury is preserved in the Constitution of the United States, where the *value* in controversy exceeds twenty dollars." (Budd *vs.* The State, 3 Hump. Tenn. Rep., 483; Amendments Const. U. S., art. 7, sec. 2.)

"The United States cannot deprive a party of the right of trial by jury of issues of fact, by referring such issues to referees." (U. S. *vs.* Rathbone, 2 Paine, C. C., 578.)

What is the import of these authorities? What their bearing upon the present case? Clearly, that the United States cannot lawfully confiscate these cottons, except as a consequence of a previous trial and conviction of their owners. No legislative assumption as to the culpability, either of the cottons or their owners, can operate an avoidance of this prerequisite. No statutory artifice of a proceeding

in rem, founded on such assumption, will avail for that purpose. Nor is such a proceeding competent upon the assumption that the cottons are, according to the public law, lawful *prize* or *spoil* of war, for they were not captured upon the high seas, or implicated in any act of hostility on land, or in any act violative of the law of contraband or of blockade.

But pursuing this line of argument still further, what is the language of the Constitution on this point? The last member of the first clause, of the 3d section, of the 3d article of that instrument, declares that "no person shall be convicted of treason, unless on the testimony of two witnesses to the same overt act," or on "confession in open court."

The second clause of the same section provides that "the Congress shall have power to declare the punishment of treason; but no attainder of treason shall work corruption of blood or forfeiture, except during the life of the person attainted.

And the 5th and 6th articles of the Amendments of that instrument, provide, among other things, that "no person shall be held, or answer for a capital or otherwise infamous crime, *unless* on presentment or indictment of a grand jury," &c. In all criminal prosecutions the accused shall enjoy the right of a speedy trial, by an impartial jury of the State and district wherein the crime shall have been committed, and to be informed of the nature and cause of the accusation; to have compulsory process for obtaining witnesses in his favor; and to have the assistance of counsel."

Now, has there been any conviction "of treason," in this cause, "on the testimony of two witnesses," or "on confession" of that offence? Has there been any "attainder of treason" or "forfeiture" as the consequence of such attainder? Have any of the successive owners of these cottons been "held to answer for a capital, or otherwise infamous crime," on presentment or indictment? Have any of them been permitted to "enjoy the right of" "trial by an impartial jury," or by any jury any where, for the crime supposed? Have they been "informed of the nature and cause of any accusation," "confronted with the witnesses against them," or had "compulsory process for obtaining witnesses in their favor." Not so. Not one of these conditions has been complied with. Not one of these sacred and inviolable muniments and safeguards thrown around the individual by the Constitution for his protection has been respected. On the contrary, they have been disregarded, and the subterfuge of a proceeding *in rem* to confiscation is substituted for the

proceeding in *personam* to the same end. Is this not an overthrow of the Constitution in its vital properties; in its essential conditions? What survives of security for personal liberty or property rights under a usurpation so gross and complete? The hostile passions of the populace may justify or excuse it for the moment, but the sober and enlightened verdict of justice and posterity will repudiate it.

The coincidence of the common law of England with the Constitution of the United States but adds to the force of this argument. The common law of England is in force here as well as there; and it declares that "lands are forfeited upon *attainder*, and not *before;* goods and chattels are *forfeited by conviction*, because in many of the cases where goods are forfeited, there never is any attainder; which happens only where judgment of death or outlawry is given; therefore, in those cases the forfeiture must be upon conviction or not at all." (Chitty's Blackstone, vol. 2, b. 4, p. 287.)

Thus, under the common law of England, as under the Constitution of the United States, there can be no forfeiture without attainder or conviction, and there can be no conviction without previous indictment of the accused, his trial by his peers, and the strict observance of all other solemnities and forms required.

Aside from these explicit and peremptory texts, the United States are estopped by former political and judicial precedents established by themselves in analogous cases. Take the controversy between the United States and Peru, growing out of the capture and confiscation by the latter of two American vessels, for taking guano under the authority of some of the revolted provinces of Peru from certain seaports and guano deposits within those provinces, contrary to the laws of Peru. In this case the President of the United States (Mr. Buchanan) maintained that the citizens or subjects of a foreign nation may carry on trade with the portions of a country in the hands of either of the parties to a civil war, and without awaiting any action on the part of their own government; nor in *such* case can they be subjected to capture or detention by the *other* party, unless for the violation of neutral obligations.

He adds: "When a portion of one nation is taken possession of by the forces of another, with which it is at war, the conquering party has an undoubted right to declare the law of the place as long as this occupation continues, and all the rights of the previous sovereign are suspended until

his possession is resumed. It is equally well settled, that, when the former government resumes its possession of the territory, whether by force or under a treaty, it cannot call the citizens or subjects of a third nation to account for obeying the authority which was temporarily supreme during the enemy's occupation of the place.

The *jus postliminii* has no sort of application to such a case. When the people of a republic are divided into two hostile parties, who take up arms and oppose one another by military force, this is civil war. Supposing, however, that the rebellion is partially successful, and the old government maintains itself in one part of its territory, while it is obliged to surrender another, shall it then give law where it has no power to enforce obedience, or shall its authority be confined to the territory which it occupies? A revolutionary party, like a foreign belligerent power, is supreme over the country it conquers, as far and as long as its arms can maintain it." (Opinion of Mr. Black, Attorney General of the United States, May 15, 1858; Congressional Doc., 35th Cong., 1st Ses.; Senate Ex. Doc. No. 69, pp. 28, 29.)

In answer to the statement of the Peruvian Minister, it was said by Mr. Cass, U. S. Secretary of State: "Mr. Ozma insists that the existence or non-existence of civil war is a question not of fact, but of law, which no private person has a right to decide for himself. That foreigners must regard the former state of things still existing, unless their respective governments have recognized the change. I am clearly of the opinion that an American citizen who goes to Peru may safely act upon the evidence of his own senses. He has no choice. The government *de facto* will compel his obedience. If he resists the authority of the party in possession, on the ground that another has a right of possession, he departs from his neutrality, and so violates the duty he owes to both the belligerents as well as to the laws of his own country." (Mr. Cass to Mr. Clay, Minister to Peru, Nov. 26, 1858.)

What authority could be fuller or more definite on all points involved in the present controversy? Let us consider.

It is here mentioned, "that citizens or subjects of a *foreign* nation may carry on *commerce* with the *portions* of a country in the hands of either of the *parties* to a *civil* war, and *without* awaiting any action on the part of *their own* governments, *nor* in *such* case can they be *subjected* to *capture* or detention by the other party, unless for a violation of neutral obligations."

What more or less have LeMore & Co. done? Were they not the citizens of a foreign nation? Were they not carrying on trade with one of the parties to a civil war within a portion of country within its hands? Did they violate any neutral obligations? Can they be subjected to capture or detention; still less to confiscation? Surely not, consistently with the proofs they have adduced, and the reasoning and determination of the United States in the above case.

The authority of this case extends still further. It establishes the position that, upon the resumption by a government *de jure* of a territory temporarily wrested from it by insurrection, it cannot lawfully call the citizens or subjects of a *third* nation to account for obeying the authority which was temporarily supreme during the enemy's occupation. It asserts that the *jus postliminii* has no sort of application to such a case. The United States, therefore, having resumed possession of Louisiana, cannot, in virtue of that fact, lawfully call LeMore & Co., as citizens of a *third* nation, to answer for recognizing the hostile authority thus displaced. Nor can they, while claiming to be restored to their rights as they existed before the rebellion, lawfully claim to create new rights through the operation of legal penalties which were incapable of being enforced, and which, for that reason, were null when they were enacted. As the Attorney General has justly said, "can the government *de jure* give law where it has no power to enforce obedience." Could it give law to LeMore & Co., as neutrals, or to Simmons or Quegrouze, as actual or constructive rebels; or as loyal citizens locally subject to a revolutionary Power; or to that Power itself, which was for the time defiant and triumphant?

If, in fact, Simmons and Quegrouze had been loyal citizens domiciled in a loyal State, or in a loyal part of a disloyal State, the statute of July 13, 1861, prohibiting trade between such citizens, and such States or parts of States, and the inhabitants of the insurrectionary States, or of insurrectionary parts of States, would not have applied to them, under the circumstances; for by quitting their domicils and going into the enemy's jurisdiction, and sojourning and trading there without the President's license, they *ipso facto* violated their allegiance and became rebels in the eye of the public as well as the municipal law—taking all the rights and incurring all the responsibilities of that character. Even if they had gone into a neutral country, without competent license, during the war, they would have been offenders; much more so, going into, sojourning and trading in a belligerent country without such license.

In truth, Simmons was an inhabitant of Louisiana; there firmly domiciled; and as such, by force of recent adjudications, was, if not actually, at least constructively, a rebel.

The Supreme Court of the United States say "all persons residing within the territory occupied by the hostile party in this contest are liable to be treated as enemies, though not foreigners." (U. S. *vs.* Amy Warwick, on prize, 2 Black's Rep., p. 636.)

"It said, that though remaining in the rebel territory, Mrs. Alexander has no personal sympathy with the rebel cause, and that her property, therefore, cannot be regarded as enemy's property; but this Court cannot inquire into the personal character and dispositions of individual inhabitants of every territory. We must be governed by the principle of public law, so often announced from this bench as applicable alike to civil and international wars, that all the people of each State or district in insurrection against the United States must be regarded as enemies until, by the action of the legislative and the executive, or otherwise, that relation is thoroughly and permanently changed." (Mrs. Alexander's cotton, 2 Wallace, p. 419.)

The pertinency of the reasoning of the Court in these cases will appear by reference to certain facts. Quegrouze (although it does not appear in the evidence) had been a rebel officer, wounded in the battle of Shiloh, and returned in consequence to his home in New Orleans, where he was registered by the Federal authorities as a rebel, and whence he was banished, because he would not take an oath of allegiance to the United States. He left New Orleans as a refugee in November, 1862, and on the 14th of July, 1865, after the failure of the rebellion, took the required oath of allegiance, styling himself "a citizen of Louisiana, C. S." In August of the same year, after an absence of nearly three years, he returned to New Orleans.

Thus, in every possible view, the political *status* of Simmons and Quegrouze, places them beyond the Federal jurisdiction, exempted them from the commercial disabilities attaching to loyal citizens under the municipal law, and clothed them with the capacity to receive and transmit title under the laws of nations.

In 1817 certain Spanish American provinces revolted against the Spanish crown, and, under the title of United Provinces of "*Rio de la Plata*," proclaimed their independence, and resorted to war to maintain it. During the war two Spanish vessels, carrying nine bales of cochineal, two

bales of jalap, and one box of vanilla, belonging to Spanish subjects, were captured by the naval force of the revolutionary government. These goods were taken on board of the capturing vessels and brought into the port of Norfolk, Virginia, as prize of war. Whilst there they were libelled in the United States District Court of that State by the Spanish consul in behalf of their original Spanish owners, and sentence was passed. An appeal was taken to the Supreme Court of the United States, and, on the hearing of the appeal, it was held that "the Government of the United States recognized the existence of civil war between Spain and her colonies, and has avowed a determination to remain neutral between the parties, and to allow to each the same rights of asylum and hospitality and intercourse. Each party is, therefore, deemed by us as a belligerent nation, having, so far as concerns us, the same sovereign rights of war, and entitled to be respected in the exercise of these rights. We cannot interfere to the prejudice of either belligerent without making ourselves a party to the contest, and departing from the posture of neutrality. All captures made by each must be considered as having the same validity," &c. (7 Wheaton, pp. 284, 5, 6.)

The parity of this case with that of LeMore & Co., in all the essential qualities of both, is most striking. The United States was a neutral in one case, allowed the same rights of intercourse and of war, and the same validity to the captures of each of the belligerents. France was a neutral in the other, and did the same thing; recognizing the same right of a rebel to buy and sell that was freely attributed to a loyalist.

With what right or justice, therefore, can the United States claim at this time to confiscate property sold by a rebel to a neutral? With what consistency can it, as a party to a civil war, repudiate its own former solemn political and judicial decisions in a parallel case, in which it was no party? Can it do so because it would lose in the one case what it would gain in the other? Who will say so?

Moreover, the doctrine of institutional writers, no less than the custom of civilized nations, exempts certain persons from the direct effect of military operations; these persons are the sovereign and his family, the members of the civil government, women and children, cultivators of the soil, artisans, laborers, merchants, men of science and letters, and generally all other public or private persons engaged in the ordinary civil pursuits of life, unless *actually* taken *in*

arms, or guilty of some other misconduct violative of the usages of war, by which they forfeit their immunity." (Lawrence's Wheaton Intern. L., pp. 593, 594, 595, 596.

Are not Simmons, Quegrouze and LeMore & Co. exempted by the operation of this rule? Were they, or either of them, actually taken in arms or guilty of any misconduct violative of the usages of war? Had they, either as inhabitants of the Confederate States or as neutrals, forfeited these immunities? It will scarcely be so regarded in the face of facts and the authority here cited.

Next: What are the legal consequences of the peace which has followed the overthrow of the rebellion? Are the vanquished to be regarded as a subjugated people, and the victors as conquerors? This would imply that the war had been waged for conquest between foreign nations, which is not true. As we have seen, it was a civil war—a war between members of the same State, waged on the one side to establish a separate nationality; on the other to maintain an undivided one. The object of the victors was not to gain a new title, but to retain an old one; to re-establish their superiority where it had been displaced; to preserve the Union, not to destroy it.

It is true that conquest carries with it absolute and unlimited sovereign rights over the conquered country, but no nation ever makes such a conquest over its own territory. No heresy could be more dangerous and deplorable than the supposition that such rights have inured to the United States as a consequence of the suppression of the late rebellion, and that both the States and the people over whom their arms have prevailed, have no longer any political rights or existence. Such a doctrine would be but an aggravation of rebellion, the legalization and confirmation of disunion.

Peace having supervened, belligerent rights can no longer be exercised, simply because these are no longer belligerents. The public law ceases to operate, and the right which it gives to proceed *in rem*, except as to offending property, ceases with it. The municipal law now takes its place, and under it there can be no confiscation of property, under the limitations imposed by the Federal Constitution, except incidentally to the conviction of its owner, in the manner prescribed by that instrument. In short, confiscation, except of offending property, as one of the means provided by municipal law to put an end to the rebellion, ceases with the rebellion itself.

It only remains to inquire how far the sentence of the

judicial tribunals of the United States is binding upon the parties to this controversy. It is binding on the captors as citizens of the United States, because these tribunals have a competent jurisdiction over their persons. But Le-More & Co. are not bound to submit to it, as citizens of France, because the tribunals pronouncing it have no jurisdiction over them, either in respect to their persons or the goods in controversy. Hence, if justice is not done to them, they may apply to their own sovereign for a remedy, who may, consistently with the law of nations, give them a remedy either by solemn war or reprisals. The King of Prussia, in 1753, acted on this well established right, and made reprisals by stopping the interest upon a loan due to British subjects, and secured by hypothecation upon the revenues of Silesia, until he actually obtained from the British Government an indemnity for certain vessels unjustly captured from Prussian subjects by the British navy, and condemned by the British Admiralty. (Vattel, Droit des Gens, liv. 2, ch. 7, s. 84; Wheaton's Hist. Law of Nat., pp. 206–217.)

So, also, under the treaty of 1794, between the United States and Great Britain, a mixed commission was appointed to determine the claims of American citizens, arising from the capture of their property by British cruisers during the then existing war with France, according to justice, equity and the law of nations. In the course of the proceedings of this board, objections were made by the British Government against the commissioners proceeding to hear and determine any case where sentence of condemnation had been affirmed by the Lords of Appeal in prize causes, upon the ground that full and entire credit was to be given to their sentence, inasmuch as, according to the general law of nations, it was to be presumed that justice had been administered by this, the competent and supreme tribunal in matters of prize. But this objection was overruled by the board, upon the grounds and principles already stated, and a full and satisfactory indemnity was awarded in many causes where there had been a final sentence of condemnation. (Lawrence's Wheaton's Intern. L., pp. 679, 680.)

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SUPREME COURT of the UNITED STATES.

DECEMBER TERM, 1867.

G. A. LE MORE & Co., CLAIMANTS OF 830 BALES OF COTTON, APPELANTS,
vs.
UNITED STATES OF AMERICA

APPEALED FROM THE DISTRICT COURT OF THE UNITED STATES, FOR THE SOUTHERN DISTRICT OF ILLINOIS.

No. 107.

This is *one* of *three* claims interposed in a case *in prize* commenced in the United States District Court, for the Southern District of Illinois, by the United States, against 650 bales of cotton, 100 coils of rope, 16 bales, 8 rolls and 160 pieces of bagging, 29 pieces of leather, 788 bales, 52 sacks, and 1,000 bales of cotton. Originally there were several libels against this property, all in prize, which were ordered by the District Court to be consolidated, and all the cases, together with all the claims, were considered in the consolidated case, and thus finally disposed of by one decree, or order of dismissal.

Two of the claimants appealed, the third neglecting to put in bond, or take any other step to bring his claim into the Court.* The two that did appeal are G. A. Le More & Co., and Withenbury & Doyle, whose claims have been docketed separately and respectively 107 and 112. In order to a complete understanding of No. 107, a part of the evidence in No. 112

*Note—Before this Brief was prepared, Grieff & Zunts filed their Appeal. See my Brief in their case.

must be examined and considered, it having been taken for use in the trial of the claim of G. A. Le More & Co., and as exclusively applicable to it. Both claim the same cotton, called the "Simmons and Tatum cotton," with this difference, viz: Le More & Co., claim 830 bales, and Withenbury and Doyle claim 935 bales. The latter trace title directly to the Confederate authorities, while the former claim by purchase from a vendee of the same authorities.

FACTS.

G. A. Le More & Co. claim to be French subjects, and to be domiciled at Havre, in that country, where they were engaged in business during the recent rebellion in the United States. One Jules Le More, who was in business in New Orleans, Louisiana, before, at the time of, and some time after that war broke out, under the firm name of Ed. Gautherin & Co., and it is also claimed, acted as the agents of G. A. Le More & Co., in the purchase of cotton in the Confederate States, and in Mexico. It is likewise claimed that as such agent he purchased from one Leon Queyrouze, also a native Frenchman, but who was a *naturalized citizen* of the United States, the said 830 bales of cotton for $160 per bale. Queyrouze claims that the Confederate authorities impressed 415 bales of his cotton at *Brownsville,* Texas, and that they gave him these 830 bales for those thus impressed. This is the title *now* relied upon by Le More & Co. It will appear further along that Le More & Co. claimed at *three* different stages of the controversy to derive title from *three* different and distinct sources to this cotton, viz: 1st. From the Confederate authorities. 2nd. From one P. Garcia, a Mexican; and 3d. From Leon Queyrouze. These titles were inconsistent with each other, and were alike false and fraudulent, neither having any foundation in fact. That, as the circumstances of the case were developed by the evidence, Le More & Co. were compelled to abandon their positions as to the

title derived from the Confederate authorities and from Garcia. The first because they were confronted with the fact that they were paid this cotton for the illegal consideration of having furnished to these Confederate authorities contraband goods, viz: *Gray cloth*, to clothe their soldiers in the field, and, second, because Simmons, the original producer, refused to sustain their trumped up theory that he had sold the cotton to Garcia, a neutral and foreigner, but who, on the contrary, persistantly declared that he had made but one sale of it, and that was to the Confederate authorities.

The evidence develops the further fact that the Confederate authorities in that part of Louisiana, were not in the most perfect harmony as to the management of their cotton interests. On the one hand, the "mother" Government at Richmond, Virginia, undertook to control these interests independently of the military, and for that purpose had an agent stationed in Louisiana (Major A. W. McKee) who was charged with the purchase, management and care of all the cotton belonging to those authorities, and the exclusive custody of the possession and titles of the same; while on the other hand, General Kirby Smith *assumed* to control all these interests, in what he called the Trans-Mississippi Department, for himself and the army under his command, without warrant of Confederate or any other law, relying upon his superior power, backed by his military force to handle the cotton and make such disposition of it as he might deem best. He, therefore, affected to make an exchange with the State Bank of Louisiana of cotton on the Wachita and Red rivers, for cotton further in the interior. McKee was the recognized agent of the former, made his purchases and sales in the name and for the benefit of the former, and thus held all the property and its title papers, when Kirby Smith set up his independent authority, in contravention of the former and demanded and took possession, in the absence of McKee,

of all the title papers of the Confederate cotton, save those which related to the cotton *now in controversy*, and thereafter assumed to control it (see Rhorer's deposition, page 52, record of case No. 112—also, Stevenson's deposition, pages 135 and 136) This was in September, 1863. The title papers he did not succeed in getting, for the reason that this cotton had already been transferred with the title papers to Withenbury & Doyle, as early as January 6th 1864, (see exhibit to Rhorer's deposition, page 54,) near *four* months before this movement of General Smith. Acting by *force*, he took unlawful possession of much cotton, but failed to get either the papers, title, or the actual possession of this Simmons cotton. It *remained* in the custody of Simmons, where it was left by Dr. Young, the purchasing agent of McKee, until it was seized by the United States gunboats in April. Simmons gave a *warehouse receipt* for the cotton to Dr. Young, which was afterwards, on the 6th of January 1864, transferred to Withenbury & Doyle by McKee, and that was never surrendered to Simmons, so that from the moment of its transfer to Withenbury & Doyle, Simmons held the property for them, and for their account solely. The attempt, therefore, of Buckner (Kirby Smith's agent) to give Queyrouze possession of the cotton, was of no avail—was illegal, and without authority, and passed no title whatever. In Louisiana, such sale as the one to Dr. Young, accompanied by the receipt of Simmons, is held to be valid—to pass the title to the property without any other act, (see Rachal's deposition, answer to interrogatory 6, page 113, record in 112; also, articles 2,431 and 2,453, code of Louisiana; also, Judge Duncan's deposition, same record, page 122) and, thereupon, Simmons became the agent of the owner to hold the property at his risk and expense, (see articles 2,443 and 2,444, same code) and any sale or other disposition of it withont the consent of such owner, would be utterly void. Therefore, the act of General Smith's

subaltern in attempting to give Queyrouze possession of this property, with or without the assent of Simmons, was vain and nugatory. He had nothing to give, and, therefore, gave nothing. Being compelled to trace title through the purchase of Dr. Young, Kirby Smith's representatives must show some legal acquisition of that title before they can transfer it to any other person. If it appears that he did not acquire it, but that it actually passed to others before he undertook to intermeddle with the property, his assumption to control it makes him a simple wrong-doer and trespasser; and so, too, all persons claiming under him. This was the condition of this cotton when Jules Le More, Queyrouze and Major Buckner, of Kirby Smith's staff, made their appearance on Wachita river, in February and March, 1864, in pursuit of cotton of the rapidly declining Confederacy. The situation of the Simmons cotton, lying on the Ouchita river, not many miles distant from the Mississippi river, then controlled by the Federals, Port Hudson and Vicksburg having fallen, made it interesting to these men that it should be secured to such person as would protect it from Federal raids, likely to be made up the former river. Jules Le More, a Frenchman by birth, who had so liberally supplied the Confederacy, through his French brother in France, with gray cloth, was at hand to act as the agent of a neutral, and soon it was arranged that he was to represent that he had purchased this cotton from another neutral (Garcia) in Mexico. He first appears in the record No. 112, on page 47, where the naval officers state these important facts: 1st. That Jules Le More stated to them, when the cotton was captured, that it was purchased from the Confederate Government. 2d. That the firm of G. A. Le More & Co. got it in exchange for provisions and clothing; and 3d. That it was paid for in *gold* at twenty cents per pound. On page 30, same record, Lieutenant-Commanding James P. Foster, states that *all the cotton claimed* by Le

More & Co. was marked "C S. A.," with very few exceptions. He says that Le More claimed the cotton for G. A. Le More & Co., of France, and *that they had received it in exchange for gray-back clothing which they forwarded to Kirby Smith's army.* This was said of *all* the cotton they claimed, 309 bales, involved in another part of the proceeding in the Court below, and also 810 bales, the latter being on the Simmons plantation and in controversy in this case. Lieutenant Foster says: "I speak of *all* the cotton claimed by that firm wherever taken."

We remark that the statement of Jules Le More, subsequently made, denying that he made these statements, is hardly credible, when the fact is, first, that four reputable officers of the United States navy, under oath, three of them at the very time and place, make statements of facts about matters of which they could have known nothing except what they then learned from Jules Le More, for it does not appear that they ever knew him or ever heard of him till he presented himself there claiming this property. Second Lieutenant-Commanding Foster, not only testifies that he made the same statement to him, but he says that he read him the affidavit of the other officers, and he said it was correct. The statement that he said the cotton was purchased from the Confederate Government, and was received in exchange for gray cloth, is not at all inconsistent with the other statement that he paid for the cotton in gold at 20 cents a pound, for Lieutenant Foster says, (page 30, record 107, near the bottom), "he also said that the cotton paid for in gold was his own cotton, comprising a lot of some 200 bales in another lot." This evidently refers to the 309 bales, not to the 830 claimed in this case. This will appear more clearly hereafter.

But that this was the case then designed to be relied upon by Jules Le More, would appear to be further corroborated by the testimony of Major General Butler, commencing on page 33 of the same record. He says: "from the books and papers

of Edward Gautherin & Co, and from the *confessions* of Jules Le More, I learned that that house, through its correspondent at Havre, 'G. A. Le More,' had purchased a large quantity, some millions of dollars worth of clothing for the Confederate army in Viviers, and that through the agency of Jules Le More and Alfred Le More, had caused about one-half of the clothing to be delivered at Matamoras, sometime in June, 1862, to one Sharkey, the rebel Quarter Master and agent for that purpose," and on page 34 he says further: "The firm of G. A. Le More & Co., resided in Havre, France, and was composed of Jules Le More, and G. A. Le More and others of whom I have no knowledge, * * My means of knowledge were the examination of the transactions of the house, the *statements* of Jules and Alfred Le More, and of the books of Gautherin & Co." * * Both the houses of the Le Mores, as well in New Orleans as Havre, were concerned in supplying the rebels with army clothing, of which I have testified in chief. * * My means of knowledge were the confessions of Jules Le More, the statements of his book-keeper under oath, the examination of books and papers, and the account current of the transaction in which the expenses of Jules Le More to Havre, for two journeys, about the matters are entered."

The attention of the Court is likewise directed to the official communication of our Minister resident at Brussels, addressed to the Secretary of State, on pages 37 and 38, of same record. But see the statements of B. Ballard, in record 107, page 28—where he says this same cotton was to be shipped to a French mercantile house, which was to pay for merchandise furnished ta Jefferson Davis, President of the Confederate States. This statement was made out the 16th of April, 1864, and is part of the preliminary proof. See also, Lapeyre's deposition, (record 107, page 125,) where he states the general rumor and belief as to Le More & Co. furnishing army clothing. A curious

feature in this connection is the production by Jules Le More of the certificate of Broadwell, the Chief of the Confederate Cotton Bureau, (record No. 107, page 107). It is dated 29th December, 1864. He says, speaking of the cotton, it was at the time of seizure the *bona fide* property of Messrs. G. A. Le More & Co., of Havre, France, the same *I am credibly informed* having been purchased by Jules Le More from Leon Queyrouze, *agent for P. Garcia.*

Evidently this was written before they found themselves compelled to abondon the Garcia title. But attention is called to it to show the extreme timidity with which Colonel Broadwell certified to a fact which was within his knowledge, if it had any existence in truth. He was the chief of the Bureau. Queyrouze says he did all his business with him, and *with no body else.* That he got the cotton from him, or rather the order for it. That he was acting for himself and his own individual interest, and not as the agent for any one. These things, if Queyrouze swore to the truth, were well known to Colonel Broadwell, and, according to Queyrouze, to nobody else. Now, why should the Colonel be seduced into saying that he was "credibly informed" that the cotton was sold by Queyrouze *as the agent for P. Garcia* to Le More? He knew better or he gave the certificate without much consideration, or for a purpose not very creditable to him. Thus, the declarations of Jules Le More, made to the naval officers, are corroborated, as being entirely consistent with the case as it then stood. The Confederate authorities owed him, and his French house, large sums of money for war supplies, the money exchequer of the former had run low, and their French friends must find some means of payment in the cotton scattered abroad in the South, without knowing precisely where it would place them, they were not prepared on the occasion of this sudden call of Commandant Foster, so wholly unexpected, to determine what would be the surest ground

on which to place their title. Hence, Jules Le More, in the extremity of his agony, at the prospect of losing this property, made the statements he did. It was true that the Confederates owed him and his French house for army supplies; and it was equally true that he had paid gold on account of cotton, but it was for the permit granted him by these Confederate friends, as we shall see. This view is further strengthened by the testimony of Judge Duncan, Judge Harris, and Richard Nugent. These gentlemen testify that they acted, the two first as counsel, and the other as arbitrator, in the matter of the claim of Le More & Co., against the Confederates for balance claimed to be due for army supplies. See record in No. 112, pages 123, 162 and 161. This was in the spring of 1864. After reading the evidence of these men, it will be difficult to escape the conclusion that the real transaction was stated by Jules Le More, at this moment of his greatest extremity. He supposed that all he had to do was to proclaim that the cotton belonged to French subjects, who were neutrals, no difference what the consideration was, and the property would be surrendered to him. It was the fact that they were Frenchmen that he meant to emphasize—the balance was of small consequence. But a change came over the spirit of his dreams. He had come to learn that he could not reclaim the cotton if it should appear that it was given to his French house in consideration of war supplies, and therefore, we find him on the 28th of November, 1864, at New Orleans, (see record in No. 107, page 52), swearing that he bought the 830 bales from P. Garcia, a Mexican; that the cotton was delivered to him by the owner's agent, Leon Queyrouze, *who came from Mexico, with him* (me) *for that purpose.* That he ascertained who was the owner of the cotton by *satisfactory* information obtained by (me) him *at the plantation*, and *at the*

Cotton Bureau at Shreveport, &c. He also refers to the invoice of the cotton made out in the name of P. Garcia, dated March 1st, 1864.

Thus it seems, that he (Jules Le More) *was in Mexico* sometime in February, 1864, where he met and traded with P. Garcia for cotton, but that the trade was not completed until he came to Louisiana, and for that purpose Garcia's agent, Leon Queyrouze, *accompanied* him to the United States and delivered him the cotton. The *purchase* was made in Mexico, and the delivery effected in Louisiana. All the agent had to do was to deliver the cotton and receive the money. There was nothing else for him to do. Two facts are illiminated by this testimony, viz: 1st, That Garcia *owned* this cotton, and 2nd, he sold it to Le More. The latter satisfied himself of the former *fact* by information obtained *on the plantation*, i. e.—Simmons' plantation. We suppose he means that Simmons satisfied him. From whom else or how else was he to obtain the information on the plantation? The information Simmons gave him may be gathered from what Simmons swears in record No. 107, page 99, where he says, 'I never made any sale of this cotton, or any part of it, to any one except to C. G. Young, Confederate States agent." This, however, was not sworn to until August 4, 1865, long after Jules Le More's statement above referred to, which was the 28th November, 1864. But it does seem that the Le Mores had procured some sort of a paper from Simmons, inconsistent with the truth, and perhaps consistent with the theory sworn to by Jules Le More on the 28th November. In his letter to A. W. McKee, annexed to this deposition, dated July 4, 1865, Simmons refers to the fact of his having signed some paper recognizing Garcia as his vendee. But Simmons would not "stand fire," and therefore when Le More came to take his deposition, be broke down on this *line of title*, and they failed to prove that he sold the cotton to Garcia.

Another change had to be made. They could not "fight it out on this line." It is true Jules Le More had sworn with great deliberation that he had bought this property from a Mexican, who was a neutral, for his house in France, also neutrals, and that he made the purchase in Mexico, and had produced the invoice made out in his name to show the purchase. What of that? Had he not started out on a very different line of title, and had he not "*solemnly*" sworn that four officers of the United States navy did not know what they were swearing to, and that the corroborative facts stated by General Butler and Judges Duncan and Harris, and Mr. Nugent, and also the statement of Ballard, amounted to nothing against his "solemn" statement. Could he not now just as easily abandon this second title, and take up another? It would have been very nice if he could have made the Garcia title *stand*. A purchase by one neutral from another neutral would have been beyond peradventure good. But, unfortunately for their plan, and fortunately for truth, something occurred to frighten Simmons off the track. The fear of being indicted for swindling—for selling the same property twice, or for something else, made him think before he took the fearful leap they expected he would take. The rebellion had failed. Law was about to assert its supremacy, and he *might* be called to account by somebody interested in this cotton, if he assisted in establishing the Garcia title. Doubtless these Frenchmen went to Monroe in the most confident expectation that Simmons would stand by the arrangement to which Jules Le More had so freely committed himself on the 28th of November. But the man he had sold the cotton to, one of the rivals of the Kirby Smith Trans-Mississippi Bureau, and interested in maintaining his good faith with his vendees, heard of the movement and warned him that if he did repudiate his *bona fide* sale, it might lead to serious

personal consequences to himself. And thus it came to pass that Simmons would not swear up the Garcia title, and thus went overboard Jules Le More's title *number two.*

What was to be done now? The glittering prize which they had been so long pursuing, and to secure which they had made so many sacrifices, was about to elude their eager grasp. A council of war is called. Jules Le More and Leon Queyrouze are at Monroe. They are present when Simmons recedes from their plan. Without his support the Garcia title must be abandoned. But they are only for a moment bewildered. The blow is a staggering one, yet, after a lapse of eighteen days, they again come to the work. Simmons had broke this long cherished plan on the 4th of August, and on the 22d of the same month Queyrouze is brought forward to inaugurate *title number three.* In the meantime the conspirators are not idle. On the 19th of August John A. Buckner is introduced into the drama (see record in No. 107, page 119.) He testifies that he delivered this cotton to Leon Queyrouze by order of the Cotton Bureau at Shreveport, but he does not say whether it was delivered to him on his own account, or as the agent of Le More & Co. He is silent on the subject. He produces no written authority for the delivery, or any other document to verify his act. He admits that he was not specially directed to deliver this particular lot of cotton, but was left free to deliver any other cotton. Speaking of the permit, he does not recollect whether it was in favor of Le More or Queyrouze. He does not know what consideration was paid by Queyrouze for the cotton. He knows nothing about it, and so it was with respect to the order of delivery. He could not recollect in what capacity Queyrouze acted. But Queyrouze does understand all about it, and he loses no time in supplying the necessary evidence. Jules Le More must not again speak. He has lost two titles. He will not again be trusted. Although he does testify again, being the *fourth* time,

on the 5th of August, he carefully avoids speaking of this new chain of title. (See record No. 107, page 101.) That is all left to Queyrouze. Buckner has testified that he delivered the cotton to him, without stating whether it was to him as agent, or individually, and thus leaves the matter in such doubt on that point, that Queyrouze and Le More may well get up a new theory of title. The former has not yet testified, and he may well unfold the case as it is *now* to be claimed. Accordingly, he proceeds to give the particulars. (See his deposition, record No. 107, page 109.) On the 22d of August, 1865, his testimony was taken at Monroe. He says he sold the cotton to Le More for $160 per bale, and delivered it to him on the plantation of Simmons, and was paid for it in United States Treasury Notes. That "Major Buckner delivered the cotton to me *in various parcels and places.*" That he acquired it from the Confederate States authorities. It was *delivered* to me and *sold* to me in lieu of 415 bales that they had taken or impressed from me at Brownsville; two bales for one. This is all he says in this deposition about his purchase from the Confederate States authorities, and his sale to Le More. It is to be observed, first, that he offers no evidence, in writing or otherwise, to sustain his statement of purchase. If he really had 415 bales at Brownsville, he does not offer any evidence to show from whom he got them, or any evidence to show that they ever were at Brownsville. Second, he preserves stubborn silence on the point of his trade with the Confederates, as to whom he made it with, when he made it, or where he made it. But when he comes to be examined by Withenbury & Doyle, on the 15th of September, 1865, at New Orleans, he grows more communicative on these points. (See record No. 112, page 156.) He says he bought some cotton in the neighborhood of San Antonio, some at Brownsville, but still fails to produce any further evidence of his purchases. Then, on the subject of his arrangement with the Confederates,

he says, (page 157)" he got an order from Broadwell, on Major Buckner, for *the* 830 bales before spoken of. * * I got no bill of sale or evidence of title. Buckner went with me and delivered it to me himself." This is all the evidence on the subject of his title. But he says, "that he gave an invoice of said cotton in the name of P. Garcia, signed by me as agent." Now, here is a transaction, amounting to *one hundred and thirty-two thousand eight hundred dollars* ($132,800) which was so losely done that there was no special inspection of the cotton, no attempt to ascertain whether it was all sound, and had not deteriorated by exposure to the weather, after lying as they found it for upwards of three years, whether it was in good or bad order for shipment, whether all the bales were there, and whether they weighed 359,382 pounds, more or less, or 450 pounds to the bale, more or less. Simmons says the cotton never was weighed *but once*, and that was when Young bought it, and neither Le More or Queyrouze pretend that it was weighed or sampled, but talk about an average and an allowance of so much for each bale. That was the nearest approach they made of ascertaining what the one was selling and the other was buying for $132,800. They had no data to predicate their figures of. The weights, the bill of sale, or invoice, of Simmons to Young,, were at that very time in the possession of Withenbury & Doyle, as we have already shown. It will all the time be borne in mind that no one testifies to the fact that Queyrouze had these 415 bales at Brownsville, but himself. Even his own friend, Jules Le More, does not know it. The same remark applies, with as much force, to his transaction with the Cotton Bureau. He says no one was present when he arranged with Broadwell (record No. 112, page 159,) and no one was present when Le More paid him the $132,800. (IB., page 158.) He does not know whether Le More paid for it before or after he saw it, or whether it was before or after it was weighed and sampled, and

don't remember whether he got pay for it at Monroe or Shreveport. But the freedom with which this man swears about this transaction is further illustrated by the fact that he states, (record 107, page 109,) in answer to eighth interrogatory, that "Le More did not know from whom I acquired this property. I told him I had purchased it from planters, because, from his declarations to me, I knew he would not buy my cotton if he had known I had acquired it from the Confederate States." Also, in answer to the ninth interrogatory, "I told him that the cotton *belonged* to one P. Garcia, and that I was his agent." It is not easy to imagine that a man who has done such large business in New Orleans for so many years, and been intrusted with such a large agency as Jules Le More pretended he was, engaged in the purchase of upwards of 1,200 bales of cotton at a cost of near $200,000 cash, is such an idiot as this statement, if true, would make him. First, you must imagine that he had no ears to hear, or no mind to comprehend, what was passing before him every hour of every day that he was in Louisiana. He was making frequent trips in company with Queyrouze between Shreveport and Monroe, and the latter says his sole business was to secure the 830 bales from the Confederates. They were friends of eighteen years standing, and had traveled from Matamoras to Monroe together in February, only a few weeks before the pretended sale of Queyrouze to Le More. Above all, if Le More can be relied on, they came together that Queyrouze might deliver this very lot of cotton to him by order of the owner, P. Garcia. Or, second, that he had no eyes to see. Now, Simmons and all the other witnesses, who speak upon the subject, say that the cotton was all, or nearly all, marked "*C. S. A.*," plainly to be seen. It is true that Queyrouze undertakes to explain this by saying that he supposed it made no difference to Le More, as his title was perfect. But that is the merest subterfuge, and not at all consistent with his

former statement. If it made no difference after sale, why resort to falsehood and fraud before the sale to cover up a matter that was, after all, of no consequence? Perhaps there is no statement of this extraordinary witness so difficult of belief as this one. But when we reflect that this man is relied upon to sustain one of the many theories of title set up by this man of titles, it is not to be wondered at that he should make so many incoherent and inconsistent statements. The stake is a large one, and these men are playing with desperation to win. The logic of events has driven them from two of their false titles, and they hope to sustain the third by pursuing a bolder line of policy, and they have but one man to do the work, and he goes at it with a hearty good will.

In answer to the 11th interrogatory, (record No. 107, page 110,) he says, that Le More believed him neutral in the civil war then raging in the United States, "from my declarations to him, and from the fact of my being a Frenchman." Whereas, Le More's counsel, General McClernand, in his brief, page 20, says, Queyrouze had been a rebel officer, wounded in the battle of Shiloh, &c.

Again, Queyrouze says, (page 111, same record,) that he went to Monroe to give his testimony, because there was no commission to take it in New Orleans. To reach Monroe from New Orleans requires a travel of over 500 miles, consuming four or five days time. There was a commission in New Orleans sitting at the very time this one at Monroe was in progress, at which Major Buckner was examined on the 19th of August, only three days before Queyrouze was examined at Monroe. The testimony was taken on written notice, and not on interrogatories and cross-interrogatories filed in the clerk's office. The truth is, Queyrouze went to Monroe with Le More to look after Simmons' evidence, and to be ready for any emergency, and that emergency did arise; he was found equal to it.

Contrast this man's evidence with that of Jules Le More, on kindred subjects, and it will appear *strangely* at variance. For example, Le More says he bought the cotton from P. Garcia in Mexico, and that he was the owner. Queyrouze says he was negotiating for the same cotton when he and Le More were traveling between Shrevesport and Monroe, and when he presented the order to Buckner, it was not yet decided what particular lot of cotton he was to have. One or the other of these statements, is false. If Queyrouze did not get this lot till Buckner delivered it to him in March, it can not be true that Le More bought it from the owner in Mexico in February.

Le More says he came from Mexico to Louisiana with Queyrouze, as the agent of Garcia, to perfect the purchase he had made in Mexico. Queyrouze says he was not the agent of Le More or Le More & Co. in his transactions with the Cotton Bureau, but acted for himself. Whereas, Duncan, Harris and Nugent say he acted as the agent of Le More & Co. in their cotton troubles with the Confederacy.

But we can not stop to pursue this man's many misstatements of facts. They exceed in number, but not in enormity, those made by his fellow manufacturer of titles, Jules Le More. This last attempt in that direction, is signalized by more dash, but less plausibility than either of the others, and only serves to make their failures more conspicuous.

It must be obvious enough from all this that Queyrouze had no cotton at Matamoras, and made no purchase, and made no exchange of any from the Confederate authorities for himself. We may add a few more items:

1st. Both Queyrouze and Jules Le More say that the latter paid for this cotton $160 per bale, and the invoice appended to the evidence of the latter shows that price was paid, and that it was in United States Treasury Notes. These statements, when confronted with the truth, are, if possible, of less value than those already commented on. A moment's examination of the

evidence as to the true value of cotton on the Ouchita in the months of February and March, will put a quietus on these statements.

George L. Kouns states on page 151, record 112, that he was in the vicinity of Monroe, Louisiana, in February and March, 1864, and that he "knew the value of cotton then and there. Its value at that time and place was, in *Confederate money*, twenty-five cents (25 cts.) per pound, or about *one hundred* and *twelve* dollars per *bale*, and the *difference* between *Confederate States Treasury* notes, and United States Treasury notes, at that time, was *ten* to *one* in favor of United States Treasury notes." He also says in answer to the next question, that cotton on the plantation of Dr. J. F. Simmons, "In the month of *March*, 1864, it was worth the same, and I would not have made any difference in purchasing." Again, on page 152, record 112, he says, "I made efforts to buy from the Cotton Bureau at Shreveport, cotton on the Wachita in *March*, 1864, and was offered by the Chief of said Cotton Bureau, cotton at twenty cents per pound, in sterling or approved exchange. For this they would give privileges for free exportation beyond the Confederate lines, with permits for the *Federal* boats to come in under flag of truce, and *carry* it *out*. Another offer was made me of *importing goods* from New Orleans into the Confederacy, allowing me a profit of *forty per cent.* on New Orleans prices, and pay me in cotton at twenty-five cents per pound, with permission for a *Federal boat* to come in, discharge, load up and go out again from *any* point on the Wachita. *Cotton purchased with all these privileges and permits, was worth* twenty cents per pound in *specie*, and *without* these, and previous to these permits being granted, was worth about ten cents per pound in Confederate money." Again, on page 152, he states that he did *buy* and *sell* cotton in the month of March, 1864. "I sold to *Merchants* in *Monroe*, at the rate of twenty-five (25) cents per pound in Confederate money," and, "I did know of another

lot sold to a merchant in Monroe at thirty cents per pound in February, 1864, also in Confederate money." Again, on page 155, record 112, he states that he *did not*, nor *did he* know of any one else who did purchase on the terms offered by the Chief of the Cotton Bureau at Shreveport, viz: Twenty cents in sterling, with all the *privileges* and permits heretofore enumerated.

William Bailey, page 153, record 112, swears that he was engaged in purchasing cotton in the year 1864, up to may 10th, and that he had "four or five agents" that bought for him, and that "the value of cotton in the months of February and March, up to the time of General Banks' arrival at Alexandria, was *sixty* or *seventy* dollars per bale for *Confederate money*. After the arrival of General Banks' army in Alexandria, in March, 1864, and during their occupancy of the country, I bought several crops from fifty to sixty dollars per bale, payable in United States Treasury Notes." On page 154, he says he is acquainted in the vicinity of Monroe, on the Wachita, lived near there twenty years, and says, "I have known of sales being made there in the months of February and March, for forty dollars per bale, in United States Treasury Notes. Cotton was not worth as much at Monroe, as at Alexandria, in said months of February and March, 1864. None of my agents at any time exceeded the prices I have stated. I purchased altogether about 7,000 bales."

Richard Hy Hall, page 160, record 112, swears that he knew the value of cotton in the spring of 1864. He knows that the house of C. A. Weed & Co., of New Orleans, of which house he was cashier, bought, in the spring of 1864, forty bales of cotton from Dr. John Calderwood, of Monroe, at the price of *fifty dollars per bale* in cash, in United States Treasury Notes. He saw the money paid.

Hugh B. Walmsley, page 142, record 112, swears that he was on the Washita, in the vicinity of Monroe, in the months of February and March, and the beginning of April, 1864. "My

business there at the time, was attending to the cotton business as agent for others." He "bought and sold cotton then and there." I paid from twenty-five to thirty cents per pound in *Confederate money*, which amounted to from $100 to $125 per bale. I bought said cotton about twenty to twenty-five miles from Monroe, in what I considered a *safe locality*. It was *good cotton* and in *good condition*. I bought about thirty or forty bales for United States Treasury Notes in April, 1864, after the United States gunboats had left Monroe, at $100 per bale. I know where the Simmons plantation is, and would not consider cotton on said plantation, at the time above stated, of any more value than what I then bought."

Charles Jones, page 141, record 112, swears that he purchased cotton in the months of March and April, 1864, and in May on Black and Little rivers, continuations of the Washita, for $100 per bale in United States Treasury Notes. Page 142 he says, "I purchased in the immediate neighborhood of Simmons' plantation, below Monroe, in April or May, for which I paid $400 per bale in Confederate money. Confederate money at that time was worth about ten cents on the dollar. At *no time* between February and June, I think, was cotton worth more than from $80 to $100 per bale, for the *best cotton* on the *Washita* river. After the United States gunboats visited Monroe, in April, 1864, and captured and carried off cotton, the price of cotton enhanced on account of a trade opening between Natchez and the Washita river, and there being more facilities for getting it out, and less hindrance on the part of the Confederate authorities. The cotton on Black and Little rivers was more valuable because it could be more easily removed on flatboats *during* the *night* to the *Federal lines*, while that near Monroe was difficult to get out, and was, consequently, of less value.

Now, it is worthy of conspicuous notice just here, that this same Major Buckner was on the Washita, clothed with power from the Confederate Military, as an agent to sell and smuggle

cotton into the Federal lines, (see deposition of Geo. L. Kouns, record 112, page 152) and a special case with the S. B. Rob Roy, is mentioned. Thus, it would appear that these Confederates were selling cotton, and guaranteeing its safe transportation into the Federal lines. It is not easy to explain the course of this man, Jules Le More, in paying $160 in United States currency, a bale for cotton, without any guarantees of safe transportation, from a private individual, when he could buy the same or similar cotton, for $60 to $100 a bale less, and have all these guarantees. It will not do to say that Le More did not know these facts. Queyrouze says he was there engaged in buying cotton, and made at least two trips with him to the Washita during the period of his negotiation with the Cotton Bureau for that purpose. He was there to buy cotton, and did buy several hundred bales, as he swears. Being thus in the market, engaged in buying cotton, he could not be less than informed with respect to the market price, and more especially these great and peculiar advantages, in the then condition of the country, in getting cotton out safely. This evidence as to price of cotton, is conclusive, as showing that these men had no such trade, that no such price as $160 was paid, and in fact, that there was no such transaction as the one they set up as *title number three.*

If anything further were wanted to show the *mala fides* of this transaction, it is to be found in the invoice appended to Jules Le More's deposition (record 107, page 57.) It purports to give the weights, number of bales, and to classify the cotton. In short, it is made out with the same particularity of a *bona fide* transaction. We recur to the evidence of both these men, and that of Simmons and Buckner, and ask where is the item of proof that tends to show that there was any sampling, weighing, or classifying of this cotton? Does not Simmons, who lived on the plantation, say that the cotton never was weighed but once, and that was when Dr. Young bought it? Does not

Queyrouze say that Le More barely looked at the cotton, and made no special examination of it? Does Jules Le More say that any examination of the cotton was made? This, like all things else they did to make out this third title, was manufactured for the occasion, and their evidence, taken in France, does not materially assist their theory. Jules Le More says this invoice (original) was sent to France. When G. A. Le More comes to be examined, he makes no mention of it. He is likewise silent on the subject of the $132,800, when he paid it, how he paid it, or whether he paid it at all. If he paid a draft for the amount, why not produce it? If he sent coin, where is the evidence of it? But where was the necessity of Jules Le More sending this invoice to France? The cotton was already gone before he could send it, and his friend Queyrouze had the money. Jules Le More intends to be understood as saying that he raised money on drafts sold at Metamoras or in Mexico. Where is the evidence of that fact? Who were the parties from whom he got the money? Where are the drafts? Where is the account of G. A. Le More & Co., showing these transactions with Jules Le More?

Another item of marked discrepancy is the fact that both Queyrouze and Jules Le More, and the invoice make the sale from the former to the latter take place on the 1st of March, when Simmons swears, with great particularity, that he never saw Jules Le More until about the 10*th* of March, or eight or ten days after he first met Queyrouze, and that was the *first* time that Le More claimed the ownership, or that Simmons ever heard of him as claiming the property. (See record No. 107, page 97.)

We do not stop to comment on the other evidence. It is wholly inadequate to support Queyrouze and Jules Le More, whose testimony alone must be looked to to make out this claim. If that is not reliable, the claim must be dismissed. If the Queyrouze title is invalid, then there is none to support

this claim. The Confederate title, first set up, can not be recognized, for it sprung from an illegal consideration, viz: The supply of army clothing to the enemies of the United States, with whom we were at war. Neutrals cannot supply things contraband of war to the enemy. The acts of Congress, [act of July 13, 1861,] and the President's proclamation, [President's proclamation May 12, 1862,] and the law of nations forbid it, and subjects the property of all such neutrals to the liabilities and consequences of confiscation and forfeiture. The best and latest received doctrine is, that all such goods as are furnished the enemy to carry on his war, are contraband, by whomsoever furnished. This includes neutrals as well. (Dana's Wheat. Int. Law note, No. 226.) The test as to what is contraband of war is, *the primary* and *ordinary use of the article military, when in the enemy's possession in time of war*, (i. b.) or when the articles are so made up for military use, and capable of direct and immediate use in war. (i. b.) Here, Le More & Co. furnished ready made gray back army clothing for the enemy, instantly capable of use in the war upon their arrival in the country. Thus, they were contraband of war, and the offending neutral, being caught in the act, loses not only his contraband goods, but all the avails of his illicit trade; so, that if this cotton was received by them for these gray back clothes, it was the right of the United States to seize it and condemn it. This is now the generally received doctrine. (Dana's note 230, page 508, Wheat. International Law.) But if it were not, the act of Congress of July 13, 1861, would justify the seizure and condemnation, as would the President's proclamation issued in pursuance with that act.

But if there really was a transaction between Queyrouze and Le More & Co., such as is claimed in title number three, it is invalid and void, because, Queyrouze being a naturalized citizen of the United States, could not voluntarily trade with Broadwell without bringing himself within the operation of the act of Con-

gress of the 13th of July, 1861—it was, in the light of that act, trading with the enemy. Being a citizen of New Orleans, which was then in the possession of our forces, he could not *go from thence to Shreveport* and trade with Broadwell, without being guilty of illicit trading with the enemy. Having gone from Matamoras, a neutral port, to Shreveport to trade, his case is covered by that act. It was a *voluntary* trading. He had, therefore, no valid title which he could transfer to Le More & Co., and they took none by the trade. But if it is said that Broadwell's sale was in the name and on behalf of the Confederacy, and the statute does not embrace it, and they could confer a good title on Queyrouze, then we claim Queyrouze had no valid title to transfer, because he and his property are controlled by the act of Congress of the 17th of July, 1862. The pretended sale was made, if made at all, on the 1st of March, 1864, and that act and the President's Proclamation issued in pursuance of it, took effect in the fall of 1862. The sixth section declares that all sales, transfers, or conveyances of any property of persons being engaged "in armed rebellion against the Government of the United States," who shall not, within sixty days after public warning and proclamation by the President of the United States, cease to aid, countenance, &c., shall be null and void.

Now, according to General McClernand, Le More & Co's counsel, (page 20, of his argument,) Queyrouze was a rebel officer, wounded in the battle of Shiloh, and did not take the oath of allegiance until 1865, after war had ended. Thus, it appears that he was engaged, in the language of the sixth section of that act, "in armed rebellion against the Government of the United States"—and did not accept the terms of the President's proclamation, until after the rebellion failed.

R. M. CORWINE,
Of Counsel.

In the Supreme Court of the United States.

DECEMBER TERM, 1867.

G. A. LE MORE & CO., claimants of 830 bales of cotton, appellants,

vs.

UNITED STATES.

No. 107.

Appeal from the District Court of the United States for the Southern District of Illinois.

STATEMENT FOR THE UNITED STATES.

In the Brief filed on behalf of the United States in Nos. 112 and 246 occurs this statement:

"As it is understood that G. A. Le More & Co. propose to dismiss their appeal, it will be necessary, in this brief, to invite the attention of the court mainly to those considerations of fact and of law upon which the United States ask that the decree of the District Court dismissing the claims of Withenbury & Doyle, (No. 112,) and Grieff & Zunts, (No. 246,) may be affirmed by this court."

The counsel of Le More & Co. now, a few days before the case will be subject to call on the docket, notifies the counsel of the United States that his clients have changed their mind and concluded not to dismiss their appeal, and that the case will be argued on behalf of the appellants.

The previous understanding between counsel that the appeal in No. 107 would be dismissed induced the counsel of the United States to discuss all the important questions of law, and some of the important questions of fact, common to the three cases, in the brief filed in Nos. 112 and 246.

The time permits only a brief statement of the facts peculiar to the case of LE MORE & CO.

A very full discussion of the questions of fact arising in that case has been prepared by Mr. Corwine, the learned counsel of WITHENBURY & DOYLE, and to that argument the counsel of the United States invite the attention of the court.

1. LE MORE & CO., alleged French subjects, domiciled at Havre, claimed in the court below 830 bales of the cotton captured in April, 1864, on the plantation of John T. Simmons, on the Ouachata river, Louisiana. This firm consists of Gustave A. Le More & Leontine Le More, and are represented by their agent, who alone makes oath to the claim, *Jules Le More*.—(Record No. 107, pp. 19, 20.)

The theory of the claimants is, that on or about the 18th of March, 1864, Jules Le More, their agent, purchased, on their behalf, the cotton in question from one Leon Queyrouse, and that Leon Queyrouse acquired the cotton by transfer from the Rebel Government in the previous month of February, in lieu of 415 bales of cotton belonging to him, which the

authorities of that government had taken or impressed at Brownsville, Texas. (Record No. 107, pp. 57, 109.) This alleged transfer and delivery of the 830 bales to Queyrouse was made by the rebel Major, John A. Buckner, purporting to act on behalf of the Rebel Government.—(Rec. No. 107, p. 119.)

(*a.*) Queyrouze, the alleged vendor of the claimants. and the alleged vendee or transferee of the rebel authorities, was a naturalized citizen of the United States, domiciled in New Orleans.—(Record No. 107, pp. 111, 128.)

The information in regard to Queyrouze contained in this record is found, we believe, principally in his own testimony, and that of the witnesses, Selim Magner and Augustin Capdevielle. (Rec. 108, pp. 127, 128.) These witnesses say that he was a resident of New Orleans and engaged there in the grocery business, and that he was a director of the Bank of America, and of the Louisiana Mutual Insurance Company of that city. They say that he remained in New Orleans for two or three months after the capture of the city, and then went to Havana. From Havana, it seems, he went to Matamoras. Jules La More says he (Queyrouze) came from Mexico with him, (La More,) for the purpose of delivering the cotton in question.—(Rec. No. 108, p. 52.)

In an "Exposition of the claim of G. A. Le More & Co.," prepared by John A. McClernand, Esquire, it is said: "Queyrouze had been a rebel officer, wounded in the battle of Shiloh, and returned in consequence to his *home* in New Orleans, where he was registered by the Federal authorities as a rebel, and whence he was banished, because he would not take

an oath of allegiance to the United States. He left New Orleans as a refugee in November, 1862, and on the 14th of July, 1865, after the failure of the rebellion, took the required oath of allegiance, styling himself "a citizen of Louisiana, C. S." In August, of the same year, after an absence of nearly three years, he returned to New Orleans"

It will be observed that the learned gentleman, in this statement, has given the court the benefit of his own private information. There is no warrant for much of this statement in the record.

The learned counsel continues: "Thus, in every possible view, the political *status* of Simmons and Queyrouze places them beyond the federal jurisdiction, exempted them from the commercial disabilities attaching to loyal citizens under the municipal law, and clothed them with the capacity to receive and transmit title under the laws of nations."

In the case of Queyrouze the conclusion of law declared by the learned counsel does not follow from the facts stated. Queyrouze never formed or expressed, so far as any of his *acts* enable us to discover, any *intention* to abandon his domicil in New Orleans, and to establish a domicil in any insurrectionary district; but, on the contrary, his *acts* afford the most satisfactory evidence that he always regarded New Orleans as his home, and that he never formed an intention to remain or reside permanently anywhere else.

He was not banished to the insurrectionary portion of Louisiana, but to Havana. He chose to go to Matamoras, a neutral place; and he subsequently went with Le More to Sheveport. There is no evidence that he took up his abode for any length of time in

the Confederate territory. There is no evidence that he carried on any general business within the the limits of that territory. He appears to have hung upon its verge, trading within it as he could, but never to have identified himself with that territory in such a way as to constitute himself a "citizen" of it within the meaning of the act of July 13, 1861.

The rule for the determination of this question is thus stated in Wheaton's Elements of International Law, (Dana's Edition, p. 412:)

"The question whether the person to be affected by the right of domicil has sufficiently made known his intention of fixing himself permanently in the foreign country must depend upon all the circumstances of the case. If he has made no express declaration on the subject, and his secret intention is to be discovered, his *acts* must be attended to as affording the most satisfactory evidence of his intention. In questions on this subject, the chief point to be considered is the *animus manendi*, and the courts are to devise such reasonable rules of evidence as may establish the *fact of intention.*"

See also Story on Conflict of Laws, p. 111.

The *acts* of Queyrouze show conclusively that he never formed an *intention* to reside in the insurrectionary districts, and his *domicil* must be regarded as having been—all the time he remained there—New-Orleans.

(b) John A. Buckner, who purported to act as the agent of the Rebel Government in the transaction with Queyrouze, was "Assistant Inspector General on the staff of General E. Kirby Smith, under orders to deliver cotton sold by the COTTON BUREAU, from December, 1863, to April, 1865." He says that his authority to transfer and deliver the cotton in question to Quey-

rouze was received from Colonel W. A. Broadwell, the Chief of the COTTON BUREAU, and that it was approved by General E. Kirby Smith, Commander of the Trans-Mississippi Department.—(Rec. No. 107, p. 119, 120.)

(c) Jules Le More, the alleged agent of the Havre claimants, in the transaction with Queyrouze, had been, before the war, and until December, 1862, a member of the firm of E. Gantherin & Co., in New Orleans; and had been for six months previous to that transaction, the special agent of Le More & Co. for the purchase of cotton.—(Rec. No. 107, p. 55.)

2. Now, assuming the entire truth of this general statement of the claim of Le More & Co., admitting that the agents of the Confederate Government were duly authorized to transfer and deliver this cotton to Queyrouze, and that the same were made in perfect good faith; and admitting further, that Le More & Co., French subjects, through their duly constituted agent, Jules Le More, purchased this property, in good faith, from Queyrouze for a full and lawful consideration, we hold, nevertheless, that the claimants, Le More & Co., acquired no title to the property as against the United States.

(a) Because the transaction between Queyrouze and the rebel officers and agents mentioned was in violation of the 5th section of the non-intercourse act of July 13, 1861, prohibiting commercial intercourse by and between the citizens of insurrectionary districts and the citizens of the rest of the United States; and no title to this cotton could be, or was, acquired by Queyrouze, who, having no property in the cotton, could not convey any title to the claimants.—(See first point in brief in Nos. 112 and 246.)

(*b*) Because this cotton, at the time of the transaction between Queyrouze and the rebel officers and agents, was within the predicament described in the act of August 6, 1861, as having been puchased *with intent* to employ the same in aiding, abetting and promoting the rebellion, as having been sold (by Simmons to the Rebel Government,) *with intent to suffer* the same to be so used and employed, and as having been actually and knowingly used and employed in aid of the rebellion; and the title of the owner or owners of this cotton was extinguished and vested in the United States, at the time of the said transaction, by the operation and effect of the statute of August 6, 1861.

(See second point in brief in Nos. 112 & 246.)

(*c*) Because Queyrouze, being a person within the 6th section of the confiscation act of July 17, 1862, was incapciatated from transferring, selling, or convey ing property, and any and every transfer, sale or conveyance of property by him made was null and void to all intents and purposes whatever, and especially as against the rights of the United States under said act.

(See third point in said brief.)

(*d*) Because, under the public law, all property acquired on behalf of the Rebel Government during the rebellion inured to the government of the United States, and was held by the agents of the Rebel Government as *trustees* of the United States, and no sale of that property or any of it by such agents could transfer any title thereto as against the United States.

The rebel agents could not transfer this cotton to Queyrouze, nor could Queyrouze transfer it to Le More & Co, free of, and discharged from, the trust for the United States.

(See fifth point in said brief.)

3 It is shown in the brief filed in this case by the counsel of WITHENBURY & DOYLE that the foregoing statement of the claim of LE MORE & Co., is not credible under the evidence which has been adduced, and we rely upon his argument in support of that view of the case.

HENRY STANBERY,
Attorney General.
J. HUBLEY ASHTON,
Special Counsel of the United States.

APPENDIX.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

UNITED STATES

vs.

910 BALES OF COTTON—WITHENBURY & DOYLE, GRIEFF & ZUNTS, G. A. LE MORE & CO., CLAIMANTS.

HON. SAMUEL H. TREAT, JUDGE.

Opinion of the Court.

In April, 1864, the United States Navy seized 910 bales of cotton, on the bank of the Ouachita river, in the State of Louisiana. That part of Louisiana was then subject to rebel dominion, and had been from the breaking out of the rebellion. The cotton was brought into this district, and libelled as prize of war. It was sold under an interlocutory decree, and the proceeds deposited to the credit of the court. There are three claimants to these proceeds: Withenbury & Doyle, Grieff & Zunts, and G. A. Le More & Co. These claims are now submitted to the consideration of the court. The proofs disclose this state of facts:

1. The cotton was raised by Tatum & Simmons, near the place of seizure, and sold by them to the government of the so-called Confederate States in December, 1862.

2. Withenbury & Doyle, being citizens of the State of Ohio, purchased the cotton from A. W. McKee, an agent of the Confederate States, in January, 1864. When the rebellion commenced, they were owners and masters of two steamboats, running between New Orleans and upper Louisiana. With these boats they rendered services to the Conferate authorities. The cotton was sold to them in consideration of these services. They, however, insist that the ser-

vices were rendered under compulsion. They had the permission of the general commanding the United States forces in the Department of the Gulf to pass through the United States lines into upper Louisiana. and bring to New Orleans and sell twenty-five hundred bales of cotton.

3. On the capture of New Orleans by the United States forces, in May, 1862, the Louisiana State Bank, a moneyed corporation located in that city, had on hand a large amount of Confederate currency. In December, 1862, the commander of the United forces in New Orleans authorized the Bank to dispose of this currency in the purchase of cotton within the rebel lines. Under this permission, an agent of the bank passed through the United States lines into upper Louisiana, and purchased the cotton in question of a sub-agent of McKee, in August, 1863. And in March, 1864, the Bank sold the cotton to Grieff & Zunts.

4. Early in March, 1864, Leon Queyrouse, a naturalized citizen of the United States, residing in New Orleans, purchased the cotton of Buckner, an agent of the Confederate States. And, later in that month, Queyrouse sold the cotton to G. A. Le More & Co., citizens and residents of France.

Section 5 of the act of Congress of July 13, 1861, among other things, provides that "it may and shall be lawful for the President, by proclamation, to declare that the inhabitants of such State, or any section or part thereof, where such insurrection exists, are in a state of insurrection against the United States, and thereupon all commercial intercourse by and between the same and the citizens thereof and the citizens of the rest of the United States shall cease and be unlawful so long as such condition of hostility shall continue."

The same section also contains this proviso: "That the President may, in his discretion, license and permit commercial intercourse with any such part of said State or section, the inhabitants of which are so declared in a state of insurrection, in such articles, and for such time, and by such persons as he, in his discretion, may think most conducive to the public interest, and such intercourse, so far as by him licensed, shall be conducted and carried on in pursuance of rules and regulations prescribed by the Secretary of the Treasury."

On the 16th of August, 1861, the President issued a proclamation, declaring "that the inhabitants of the said States of Georgia, South Carolina, Virginia, North Carolina, Tennessee, Alabama, Louisiana, Texas, Arkansas, Mississippi, and Florida, (except the inhabitants of that part of the State of Virginia lying west of the Alleghany mountains, and of such other parts of that State and the other States hereinbefore mentioned as may maintain a loyal adhesion to the Union and Constitution, or may be, from time to time, occupied and controlled by forces of the United States engaged in the dispersion of

said insurgents,) are in a state of insurrection against the United States, and that all commercial intercourse between the same and the inhabitants thereof, with the exceptions aforesaid, and the citizens of other States, and other parts of the United States, is unlawful, and shall remain unlawful until such insurrection shall cease or has been suppressed."

We do not entertain a doubt as to the true intent and meaning of the act of July 13, 1861. Indeed, the language is so clear and explicit as to render discussion unnecessary. The act interdicts all commercial intercourse between the loyal and insurrectionary parts of the Union during the existence of the rebellion, except what may be licensed by the President, and conducted under regulations to be prescribed by the Secretary of the Treasury. It expressly declares all commercial intercourse, not within the exception, to be unlawful. Prohibition is the rule, and license the exception. The inhabitants of the loyal and disloyal districts are rendered incapable of dealing with each other so long as the rebellion continues. Every contract between them, not founded on a license, is simply void. It neither passes title nor gives a right of action.

The act invests the President with power to put the prohibition into operation, and define the limits of insurgent territory. This power was exerted by the proclamation of August 16, 1861, and from that date the prohibition had all the force of positive law.

It is clear that the contract between Withenbury & Doyle and the confederate agent was within the prohibition. It was an act of commercial intercourse between citizens of Ohio and of that part of Louisiana in insurrection, in violation alike of the letter and spirit of the statute. The contract was therefore null and void. The claimants acquired no title to the cotton. The question of ownership remained unaffected by the transaction between the parties. They had no legal capacity to trade with each other. While the rebellion continued, it was not in the power of these claimants to acquire title to this property, except through a license from the President.

It is equally clear that the Louisiana State Bank was within the prohibition. It is true that the city of New Orleans was originally within insurgent territory; but, on its capture and permanent occupation by the United States forces, it fell within the last exception in the President's proclamation, and ceased to be in a state of hostility to the United States. Such was the ruling of the Supreme Court of the United States in the case of "The Venice," (2 *Wallace*, 258.) And the President, in his proclamation of March 31, 1863, in again defining the limits of the insurrection, expressly excepts New Orleans. And this act of the President was prior, in date, to the purchase by the Bank. It follows that, after the 6th of May, 1862, the prohibition extended to the inhabitants of New Orleans, and they had no

